

FILED

AUG 5 - 1980

AGREEMENT NO. 80-231

PETER McNAMEE, Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

By

Debra C. Richardson
DEPUTY

Subdivision No. 2882

(Milestone Unit No. 1)

THIS AGREEMENT is made and entered into on this 29 day of July , 1980, by and between PACIFIC SOLAR CONSTRUCTION CORPORATION, a California corporation, hereinafter referred to as the "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2882 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said subdivision No. 2882, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks, asphalt paving and base, water supply and distribution systems, waste water collection system, and storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, and offsite improvements consisting of the completion of Constitution Avenue to Higgin's Road: all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works

and complete the same within twenty-four (24) months after the date herein in good and workmanlike manner and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County one good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall not be less than one hundred percent (100%) of the estimated cost of the agreed improvements including incidentals.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements *JY* in accordance with the Yolo County Code Section 8-1.1107 prior *P.L.D.* to final acceptance of improvements and shall deposit *\$7222.56* for said *7/24/80* purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting

from subdivider's performance or non-performance of his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2882.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of \$500,000 in respect to personal injuries and/or death of any one person, \$1,000,000 in respect to personal injuries or death for any one occurrence and \$500,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the Work of improvements.

8. That the completion of the development of said Subdivision No. 2882 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or

any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the Government Code the Subdivider shall furnish the County an instrument of credit or bond in the amount of \$5700.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of

improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars-(\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

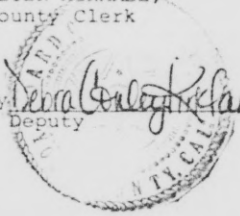
17. The two Instruments of Credit which the Subdivider is providing the County to comply with Paragraphs 2 and 12 of this agreement will become effective upon the concurrent recording of the Final Subdivision Map and the recording of the loan by San Diego Federal Savings and Loan to the Sub-Divider.

IN WITNESS WHEREOF, the parties have hereto set their
signatures as of the date first above named herein.

COUNTY OF YOLO

ATTEST:

PETER McNAMEE,
County Clerk

By  Deputy

By Angela J. Thompson
Chairman,
Board of Supervisors

PACIFIC SOLAR CONSTRUCTION
CORPORATION

By Penelope Lee Niland
treasurer

By _____

(Seal)

Recommended for approval
to the Board of Supervisors
of the County of Yolo:

Greg H. Roberts
Director of Public Works

APPROVED AS TO FORM:

John J. Lopez
County Counsel

Date: 7/31/80

TO 1945 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Yolo

} SS.

On June 24, 1980

State, personally appeared Penelope Lee Niland before me, the undersigned, a Notary Public in and for said

known to me to be the Treasurer

XXXXXXXXXX

known to me to be

XXXXXXXXXX

of the corporation that executed the within Instrument,
known to me to be the persons who executed the within
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

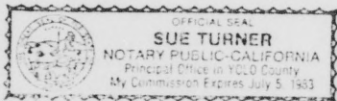
Signature

Sue Turner
Sue Turner



TITLE INSURANCE
AND TRUST

A TICO COMPANY



(This area for official notarial seal)

FILED

AGREEMENT NO. 80-232

JUL 31 1980

(For Certain Described Services)

PETER McNAMEE, Clerk
By Debra Coleghyland
DEPUTY

THIS AGREEMENT, made and entered into this 29th day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Community Care Continuum, a private non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H :

RECITALS:

1. Under the auspices of the Bates Act, Pt. 1: Div. 5, W&I Ch. 5, Sect. 5450, COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as the SYSTEM.
2. COUNTY's responsibilities with respect to the SYSTEM and funds allocated to it are carried out in accordance with the State Mental Health and Community Services System Manual by COUNTY's Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. Contemplated client service-oriented elements of the SYSTEM include, but are not limited to Continuing Care Services; Family Counseling; Transitional Care Services; Long Term Residential Services; Vocational, Placement and Pre-Vocational Services; Crisis Intervention Services; Socialization Services; Satellite Housing; and Administrative Services.
4. PROVIDER represents that it can provide part of the SYSTEM and the hereinbelow and above described specific services which comprise part of the SYSTEM.
5. COUNTY is prepared, at the time of execution of this Agreement, to contract for: Long Term Residential Services; Vocational, Placement, and Pre-Voca-

- 1 tional Services; Socialization Services; Administrative Services; and
2 Satellite Housing Subsidy, hereinbelow described. PROVIDER is prepared to
3 undertake the obligation to provide said elements and services.
- 4 6. PROVIDER represents that it either possesses all applicable required
5 licenses or will possess provisional licenses and will apply for full
6 licensure prior to proceeding with any services hereunder contemplated.
- 7 7. PROVIDER represents that it keeps abreast of developments in Health Care
8 Planning Requirements and will continue to do so. PROVIDER represents that
9 it will comply with any such requirements which apply or come to apply to
10 it and effect the rendering of services hereunder.
- 11 8. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon
12 PROVIDER's hereinabove recited representations and that COUNTY would not
13 execute this Agreement if PROVIDER could not so represent.
- 14 9. PROVIDER and COUNTY, therefore wish to enter into a contract for the herein
15 described elements and services.

16
17
18 AGREEMENTS: COUNTY, in consideration of PROVIDER's promises contained in here-
19 inafter recited agreements, and PROVIDER, in consideration of COUNTY's promises
20 contained in hereinafter recited agreements, agree:

21 1. PROVIDER'S SERVICE OBLIGATIONS:

- 22 a. In accordance with the Working Protocols, attached hereto as Exhibit
23 "A" and incorporated herein by reference thereto; the Action Plan,
24 attached hereto as Exhibit "B" and incorporated herein by reference
25 thereto; and applicable State Department of Mental Health Bates Act
26 Requirements, attached as Exhibit "C" and incorporated herein by
27 reference thereto, provide to clients of the SYSTEM, upon the written
28 referral of AGENCY, the following listed elements:

- 1 (1) Administrative Services: provide overall coordination and direc-
2 tion of all contracted Yolo Community Care Continuum elements of
3 the SYSTEM including adherence to participation in the Working Pro-
4 tocol and Action Plan.
- 5 (2) Socialization Services: provide rehabilitative programs through
6 operating three (3) Socialization Centers in Yolo County. These
7 Socialization Centers shall be located in Davis, Woodland, and
8 Bryte. The programs of each Socialization Center will offer sched-
9 uled social activities five (5) days a week with flexibility of
10 days each week to allow for weekend and evening operations.
- 11 (3) Long Term Residential Facility: provide licensed long term resi-
12 dential service through maintenance of an average of eight (8)
13 clients daily. The facility shall operate twenty-four (24) hours
14 daily. Rehabilitative activities at the Long Term Residential
15 Facility must be included as an integral part of other elements of
16 the SYSTEM. Other elements of the SYSTEM may be integrated and
17 operated at the Long Term Residential Facility.
- 18 (4) Vocational, Placement and Pre-Vocational Services: provide voca-
19 tional-rehabilitative programs through work-based activities and
20 job counseling/placement. Work activities program shall include
21 painting, and maintenance projects and one other vocational activ-
22 ity program to be defined and developed. Progress of clients
23 through pre-vocational, vocational and placement must be monitored
24 and recorded.
- 25 (5) Housing Subsidy Program: provides partial payment for rent at Live
26 Oak and Pine Tree Lodge residential units. Yolo Community Care Con-
27 tinuum shall continue to find other appropriate residential units
28 where the housing rental subsidy can be utilized and, where possible,

1 apply some of the funds in this element toward expansion of the
2 program.

3 (6) Portion of Program Director's Salary at Sihaya House: provides
4 augmented salary as Bates portion of a twenty-four-hour (24-hour)
5 halfway house in Davis. Other funds for Sihaya House are Short-
6 Doyle Funds. Sihaya House provides residential space for six (6)
7 clients and shall maintain an average of five (5) clients daily.

8 b. PROVIDER will designate a representative or representatives for admin-
9 istration and clinical matters within one week of execution of this
10 Agreement, and so notify COUNTY's herein designated representatives in
11 writing.

12 c. PROVIDER will submit a copy of its current Equal Employment Opportunity
13 plan to COUNTY's herein designated representatives within ninety (90)
14 days of the execution of this Agreement.

15 d. PROVIDER will demonstrate to the satisfaction of COUNTY's herein desig-
16 nated representatives that said contracted elements of the SYSTEM here-
17 within described are provided and an adequate information system to
18 operate and evaluate the elements is developed and implemented jointly
19 with the AGENCY. Said demonstration shall be made to AGENCY through
20 both the submission of a monthly statistical report in the form speci-
21 fied in the Working Protocols attached hereto as Exhibit "A" and incor-
22 porated herein by reference thereto and onsite monitoring by COUNTY's
23 herein designated representatives.

24 2. AGENCY'S SERVICE OBLIGATIONS:

25 a. UTILIZATION REVIEW: Evaluate PROVIDER's operation in accordance with
26 the requirements and criteria promulgated from time to time by the
27 State Department of Mental Health and Yolo County Mental Health Services.

28 b. CASE MANAGEMENT: Provide Case Management in accordance with the Working

1 Protocols attached hereto as Exhibit "A" and incorporated herein by
2 reference thereto.

3 c. CLINICAL SERVICES:

- 4 (1) Accept referrals from PROVIDER for the purposes of EVALUATION DIAG-
5 NOSIS, PRESCRIPTION, and/or TREATMENT in accordance with the Working
6 Protocols attached hereto as Exhibit "A" and incorporated herein by
7 reference thereto. Performs said evaluations, diagnosis, prescrip-
8 tion, and/or treatment services;
- 9 (2) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM;
- 10 (3) Provide CRISIS INTERVENTION and PSYCHIATRIC CONSULTATION and back-
11 up CLINICAL SERVICES in accordance with the Working Protocols at-
12 tached hereto as Exhibit "A" and incorporated herein by reference
13 thereto.

- 14 d. DESIGNATE a representative or representatives for administrative and
15 program affairs.

16 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 17 a. Responsibility for this Agreement lies with AGENCY's Director of Mental
18 Health.
- 19 b. Director of Mental Health may designate operational representatives from
20 time to time in writing to PROVIDER to perform specific tasks or liaison
21 functions.

22 4. ASSIGNMENT/SUB-CONTRACTING:

- 23 a. PROVIDER may not assign, but may sub-contract, its responsibilities on
24 the advance written authorization of COUNTY's herein designated repre-
25 sentative.
- 26 b. It is expressly understood by PROVIDER that a grant of permission to
27 sub-contract by the AGENCY is not a release of PROVIDER from account-
28 ability for any of the obligations and conditions set out in this

1 Agreement.

- 2 c. It is further expressly understood and agreed upon by PROVIDER that
3 PROVIDER's payment of its sub-contractors and proof of that payment are
4 conditions precedent and subsequent to COUNTY's obligation to pay PRO-
5 VIDER for services rendered in any month for which such proof is required
6 by AGENCY.

7 5. RECORDS:

- 8 a. PROVIDER shall for the later of four (4) years or the resolution of
9 audit findings, maintain and retain records of services rendered and all
10 receipts and expenditures, for whatever purposes received or expended,
11 in accordance with generally accepted accounting principles, separately
12 identifying revenues received, expenditures made, and services rendered
13 pursuant to this Agreement.
- 14 b. PROVIDER shall make said records available for audit by COUNTY or STATE
15 auditors upon the request of AGENCY's designated representatives.
16 Said request will provide at least one full working day's notice of the
17 impending audit. STATE, AGENCY, or COUNTY shall have the right to in-
18 spect or otherwise evaluate the quality, appropriateness, and timeli-
19 ness of services performed and to audit and inspect any books and
20 records of PROVIDER which pertain to services performed and determina-
21 tion of amounts payable hereunder.
- 22 c. PROVIDER agrees to hold COUNTY harmless from any claim of liability in-
23 cluding costs and attorneys' fees, arising from audit exceptions taken
24 by any audit agency based upon Chapter 9 of the Community Services
25 Manual. This shall include, but is not limited to: (1) any order that
26 COUNTY pay to any responsible agency any amount of money; (2) any order
27 whereby any agency withholds from subsequent payments any amount of
28 money; as a result of PROVIDER's actual or alleged violation of non-

1 conformance with any regulations or administrative rulings promulgated
2 pursuant thereto or with any Federal, State or Local Laws, regulations,
3 or ordinance made applicable thereby. PROVIDER agrees that it has read
4 and understands Chapter 9 of the Community Services Manual and will com-
5 ply with the requirements contained therein.

6 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PRO-
7 VIDER is an independent contractor and is not subject to the direction and
8 control of COUNTY except as to final result. PROVIDER shall be solely
9 liable and responsible to pay all required taxes and other obligations, in-
10 cluding, but not limited to, applicable withholding taxes and Social Security.
11 PROVIDER agrees to indemnify and hold COUNTY harmless from any liability
12 which it may incur to the Federal or State Governments as a result of this
13 contract.

14 7. LIABILITY:

- 15 a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless from any
16 and all claims, liability, or loss arising from PROVIDER's performance
17 under this Agreement.
- 18 b. Without in any way intending to limit or abrogate the effect of the
19 hereinabove recited Agreement, PROVIDER shall purchase and maintain for
20 the duration of this Agreement: (1) either public liability insurance
21 policies in the amount of \$1,000,000/\$1,000,000 with allied professional
22 liability coverage and vehicular liability coverage; or public liability
23 insurance coverage in the amount of \$1,000,000/\$1,000,000 without allied
24 professional staff liability coverage and a separate professional lia-
25 bility policy in the amount of \$250,000/\$600,000 and a separate vehicu-
26 lar liability policy; and (2) a Workman's Compensation policy. Said
27 liability policies shall name COUNTY as a co-insured party for all pur-
28 poses; and PROVIDER shall deliver certificates of all insurance policies

1 purchased pursuant to the terms of this agreement to COUNTY's herein
2 designated representatives within ninety (90) days of execution of this
3 Agreement.

4 8. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory
5 practices and will take affirmative action to provide equal opportunity in
6 employment or personnel, assignment of accommodations, or in any other re-
7 spect on the basis of race, handicap, color, sex, religion, national origin,
8 or ancestry, other than those benign, non-adverse, forms of discrimination
9 collectively known in common parlance as "Affirmative Action", as sanctioned
10 and authorized by State and Federal Statute and regulation and court decision.

11 9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
12 by reference thereto are Working Protocols describing and governing the
13 working relationships of parties. Said Working Protocols bind parties as
14 if fully set out herein, but may be modified without formal amendment of
15 this Agreement so long as said modification does not vary the provisions
16 specifically set out herein, as in writing, and represents a bilateral
17 agreement of AGENCY and PROVIDER. Said Working Protocols shall include as
18 a minimum a plan for case management; provisions by which AGENCY shall
19 be involved in the admission process; the selection screening process; a
20 control system for the rent subsidies; the respective roles of AGENCY and
21 PROVIDER in Treatment Planning, Case Consultation, and Clinical referral;
22 the format for statistical reports required by this Agreement; procedures
23 for AGENCY's case managers to obtain access to clients, personnel, or
24 records required to perform their function; procedures for the acceptance
25 of clinical referrals from PROVIDER to AGENCY and for return of information
26 generated by those referrals; AGENCY's operational representatives and their
27 function; and any role AGENCY is to play in review of PROVIDER's professional
28 activities.

1 10. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
2 reference thereto is PROVIDER'S Action Plan for providing the services
3 which are the subject of this Agreement. Said Action Plan binds
4 parties as if fully set out herein, and may only be modified with the
5 approval of the Yolo County Board of Supervisors. Said Action Plan
6 shall include as a minimum: provisions that applicable admissions
7 policies will state that patients or clients are accepted for care without
8 adverse discrimination based upon race, color, religion, sex, handicap,
9 national origin, or ancestry; provision describing PROVIDER'S pro-
10 cedures for identifying clinical needs and referring clients to provider
11 other than AGENCY; provisions stating that PROVIDER will specify
12 in writing to referees other than AGENCY; that said referrals of
13 the SYSTEM'S clients shall not be compensated by PROVIDER or COUNTY
14 except on the written authorization of AGENCY, and that COUNTY shall
15 not be responsible for non-AGENCY approved clients or patients of
16 PROVIDER; provisions listing and describing the specific services
17 which are the subject of this Agreement, the operational plan for
18 rendering these services, and the capacity and classifications of
19 persons or names of sub-contractors who will provide said services;
20 provisions listing required licenses, target dates for obtaining, and
21 dates obtained provisionally and finally, a schedule for implementing
22 the services which are the subject of the Agreement; and provisions
23 stating that PROVIDER shall utilize the Uniform Method of Determining
24 Ability to pay and, when billing patients, the Billing and Collection
25 Guidelines prescribed by the Director of the State Department of
26 Health. The hereinabove described operational plan will be designed
27 to have a rehabilitation focus which encourages clients to
28 //////////////////////////////////////

1 become more independent and to encourage client participation in the daily
2 operation of the setting in development of treatment and rehabilitation
3 planning and evaluation.

4 11. COMPLIANCE WITH CODE:

- 5 a. PROVIDER agrees to comply with all applicable provisions of the Commu-
6 nity Services Systems Manual, Title 9 and 22 of the California Adminis-
7 trative Code, and the Welfare and Institutions Code commencing with
8 Section 5328 and Title 45 Code of Federal Regulations' Section 205.50
9 regarding confidentiality of patient information.
- 10 b. PROVIDER shall utilize the Uniform Method of Determining Ability to Pay
11 and, when billing patients, the Billing and Collection Guidelines pre-
12 scribed by the Director of the State Department of Mental Health.

13 12. PAYMENT:

- 14 a. Upon execution of this Agreement and within a reasonable time from PRO-
15 VIDER's submission of the invoice which attaches the statistical report
16 described hereinabove in Agreement 1 b, details work performed in the
17 preceding month by program element, certifies that sub-contractors
18 have been paid, and claims the amount due for the month, and upon the
19 acceptance by the Director of Mental Health Services of the statistical
20 report as complete and reflective of the satisfactory progress of PRO-
21 VIDER towards its objective, COUNTY will reimburse PROVIDER's costs per
22 month for services rendered in accordance with the program element
23 budgets attached as Exhibit "D" and incorporated herein by reference
24 thereto. Changes within major object totals and transfers of less than
25 10% between major object totals may be made by PROVIDER upon written
26 notice to AGENCY, except that no change may be made to the budgeted
27 Fixed Assets Total.
- 28 b. The maximum total payment to PROVIDER under the terms of this Agree-

1 ment will not exceed the lesser of the cost of operating the services
2 which are the subject of this Agreement, or Five Hundred Forty One
3 Thousand Two Hundred Seventy-six DOLLARS (\$541,276). The accumulation
4 of monthly payments made by COUNTY to PROVIDER will be reconciled to
5 PROVIDER operating costs by PROVIDER by vehicle of a cost report to
6 AGENCY within ninety (90) days of the close of the COUNTY fiscal year.
7 Any funds paid over cost will be returned by PROVIDER to COUNTY or
8 credited against payments for any continuing relationship, at the elec-
9 tion of COUNTY. Should allowable costs exceed payments made COUNTY
10 will reimburse PROVIDER for those costs up to the total hereinabove
11 recited maximum.

- 12 c. Where a herein recited report and/or claim is due from PROVIDER within
13 a month, payment for that month is expressly conditioned on the accep-
14 tance by COUNTY's herein designated representative of the PROVIDER's
15 progress to be as agreed.
- 16 d. Approval of PROVIDER's records as audited to be accurate and in accord-
17 ance with all applicable guidelines and regulations is a condition sub-
18 sequent to COUNTY's obligation to pay the amount represented by any ex-
19 ception taken by the auditors.
- 20 e. Obtainment and maintenance of required licenses for PROVIDER to provide
21 the services for which the subject of this Agreement is a condition pre-
22 cedent/subsequent to COUNTY's payment for services rendered any month
23 in which the licenses are not maintained.
- 24 f. Submission of the Equal Opportunity Plan hereinabove described is a
25 condition precedent to COUNTY's obligation to pay the claim for the
26 month in which the Plan is due.
- 27 g. COUNTY's excuse of any given condition precedent or subsequent in any
28 given circumstance does not constitute a waiver of either that condi-

tion precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

h. In the event of PROVIDER's bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

13. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

14. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY's herein designated representatives, as applicable, at the last known address of either.

15. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1981, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
2 as of the day and year hereinabove set forth.

3
4 COUNTY OF YOLO, a political subdivision
5 of the State of California

6 Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST

8 PETER McNAMEE, CLERK

9 BY Deborah K. Ireland

10 DEPUTY

11 YOLO COMMUNITY CARE CONTINUUM

12 BY Robert K. Jones

13 PRESIDENT

14 MENTAL HEALTH SERVICES

15 BY C. P. Thompson

16 DIRECTOR

17 APPROVED AS TO FORM

18 CHARLES R. MACK
COUNTY COUNSEL

19 By Robert Mack

20 DEPUTY COUNTY COUNSEL

EXHIBIT A

WORKING PROTOCOL (Y.C.C.C. CONTRACT)

Referral of Mental Health (Agency) clients to the System (Y.C.C.C.) will be arranged through an initial contact made by a Continuing Care Case Manager with the Program Director, or his designated representative, of the appropriate Y.C.C.C. program element. This initial contact will involve an exchange of all pertinent information about the client as well as preliminary treatment planning, in which Case Manager and Program Manager will discuss appropriateness of referral, treatment goals, program resources to be used in the client's rehabilitation program, and a mutually acceptable method of monitoring client's progress and adjustment to program goals and requirements.

Periodic treatment planning meetings are to be scheduled, in which Case Manager, Program Manager, and other staff or persons involved in client rehabilitation will meet to discuss treatment plans and goals. In addition, other Agency staff such as Mental Health Services' Director, Adult Services Coordinator, Continuing Care Supervisor, or Mental Health Administrative Services Officer, may meet with appropriate program (System) staff to discuss program functioning, to facilitate referrals, and to promote exchange of information between Mental Health Services and Y.C.C.C.

Treatment planning and implementation will be a cooperative effort by Case Managers and Y.C.C.C. Program Directors and staff. Their respective areas of responsibility are:

- 1) The Case Manager will be responsible for formulation of a general treatment plan for each of his/her assigned clients, and will coordinate this treatment planning and follow-up by arranging periodic meetings with those involved in each client's individual treatment. Major changes in treatment plans, including change in client's residential status, change of medication, referral for psychotherapy or other major treatment considerations will be discussed with referring Case Manager before such action may be taken. In emergency, program staff will take appropriate action and confer with Case Manager at the earliest opportunity.

- 2) Specific, on-site treatment planning and implementation will be the responsibility of the Program Director, and will be in accord with the general treatment plan. The Program Director will consult with the Case Manager, Case Manager Supervisor, and Psychiatrist, as necessary.

Communication and coordination between the Agency and Y.C.C.C. on a systemic level will be the responsibility of the Adult Services Coordinator for clinical matters and Administrative Service Officer for administrative and fiscal matters, and the Executive Director of Y.C.C.C.

Rent subsidies will be provided by Mental Health Services to help cover vacancies in the Satellite House residential facilities. Such subsidy will be sufficient to pay half the fee usually charged residents for a period of up to four months. The Transitional Services Program Director may arrange to bill Mental Health Services for this cost. The maximum to be paid under this arrangement will be \$1,000 per program year.

EXHIBIT B

ACTION PLAN (YCCC CONTRACT)

The System (YCCC) will provide rehabilitation services for mentally disordered clients, including residential placements, vocational rehabilitation programs, and socialization services. These services are to provide clients the opportunity to develop living skills which will enhance their emotional and financial independence.

The Executive Director of the System (YCCC) will be responsible for providing the Agency (Mental Health Services) with required statistical and financial reports. In doing so, he/she will serve as the primary contact between the System and the Agency and will work with the Adult Services Coordinator. He/she will also be responsible for arranging such licensure as is required for the operation of the residential facilities. He/she will develop the operational plan for development of the system, and will ensure that program design and evaluation criteria are in compliance with the evaluation guidelines specified by the State of California Department of Mental Health.

UTILIZATION REVIEW

-YCCC will cooperate with Agency in establishing a Utilization Review process which will provide a descriptive statistical overview of services.

ADMISSIONS POLICY

-YCCC will use written admission forms that cover basic issues such as: name, address (Yolo County residency requirement), age, sex, ethnic background, occupation, next of kin, etc., and other items to be determined by the Executive Director. The admission form will state that clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin or ancestry. Intake interviews and the completion of admission forms will be done by Program Directors or their designated representatives. Appropriate client data and information will be shared and forwarded to County for data and statistical information as required.

CLIENT NEED IDENTIFICATION

-Clinical needs of clients will be identified by program staff (in cooperation with Case Managers) at the initial referral, in the intake interview, and will be followed up in subsequent case conferences, client interviews and treatment planning sessions. Input shall include client's expressed needs, referring agency's evaluation, evaluation by YCCC program staff, information from client's family and community, and information from any other appropriate source.

REFERRALS

-Clients may be referred to other appropriate agencies but it will be made clear to such agencies, in writing, that no compensation shall be given to them or their clients by YCCC or the County unless specifically authorized in writing.

LICENSES

-Two YCCC programs require State Department of Social Services licenses -- Sihaya House and the Farmhouse. Sihaya House is already licensed. The Farmhouse license has been applied for, and is expected to be granted on or about September 15, 1980.

DEPARTMENT OF MENTAL HEALTH

714 P Street

SACRAMENTO, CA 95814

December 13, 1978



(916) 920-6712

TO: LOCAL MENTAL HEALTH DIRECTORS
 LOCAL MENTAL HEALTH PROGRAM CHIEFS
 LOCAL MENTAL HEALTH ADMINISTRATORS
 CHAIRPERSONS, MENTAL HEALTH ADVISORY BOARDS
 CITIZENS ADVISORY COUNCIL
 COUNTY ADMINISTRATIVE OFFICERS
 COMMUNITY RESIDENTIAL TREATMENT SYSTEMS
 * ADVISORY COMMITTEE

FROM: Office of the Director

APPLICATIONS FOR FUNDING FOR COMMUNITY RESIDENTIAL TREATMENT SYSTEMS - DMH 78-15

The Legislature enacted AB 3052 (Bates) in the last legislative session. This act establishes legislative intent and guidelines for counties to establish Community Residential Treatment Systems within the mental health programs. The amount of \$3 million was appropriated to implement this act during Fiscal Year 1978/79. Counties are encouraged to apply and to utilize contract providers whenever possible in their proposals.

Enclosed you will find: (1) information and guidelines for applying for program funding under this act, (2) application instructions and format, (3) a copy of AB 3052, and (4) a list of members of the Community Residential Treatment Systems Advisory Committee.

Service Area Program Analysts will initially review and comment on applications forwarded from counties. It is anticipated that applications and Program Analysts' comments will be reviewed by the Advisory Committee on January 25, 1979. This Committee will then forward its recommendations to me. I anticipate notifying counties of approved applications by mid-February of 1979. Approved programs will then be authorized as soon as the Short-Doyle plans have been formally amended to encompass the approved program.

Please contact your Service Area Program Analyst for assistance or clarification of the provisions or procedures related to implementing this act. In addition, consultation is available from members of the Advisory Committee and from the Office of Assemblyman Tom Bates.

County applications should be mailed c/o Don Z. Miller, Director, Division of Community Services, 714 P Street, Sacramento, CA 95814. Applications must be received in this Office on or before the close of business on January 10, 1979.

Dale H. Farabee
 DALE H. FARABEE, M.D.
 Director
 Department of Mental Health

Enclosures

cc: Service Area Program Analysts
 EXHIBIT C

EXHIBIT-C

IN SECTION AND CATEGORIES
Applications for Community Residential Treatment System Funding

I. Purpose: Counties may apply for funds to establish or augment one or several program elements as components of an identified system of residential treatment programs which offers a range of alternatives to institutional care. If the application for funding is for only a portion of these elements there must be an indication by the county as to how the remaining elements will be provided. The program elements are as follows:

1. For augmentation only of an existing crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis. (Section 5454b)
2. For augmentation only of an existing case management system in which the case manager serves as a coordinator to assure the cooperative operation of the various elements of the system and to act as an active advocate for the clients in the system. (Section 5454b)
3. A short-term crisis residential alternative to hospitalization for persons in acute crisis. Admissions must be possible 24-hours-a-day, seven days a week. (Section 5458a)
4. A long-term residential treatment program with a full day treatment component. (Section 5458b)
5. A transitional residential program designed for persons at risk of hospitalization, but who are able to take part in programs in the general community. (Section 5458c)
6. A semi-supervised, independent, but structured living arrangement for persons not in need of the intensive support of the other system elements, but, who without some support and structure, are at risk to return to a condition requiring hospitalization. (Section 5458d)
7. A day treatment program in a non-institutional setting and employing a rehabilitation focus. (Section 5458e)
8. A socialization center designed to provide regular daytime, evening and weekend activities for persons who require long-term, structured support, but who do not receive such services in their living setting. Such centers shall serve a broad range of clients as well as persons living in the community in general. (Section 5458f)

II. Applicant Eligibility: Throughout the statute, the county is defined as the only applicant. County mental health programs may, and are encouraged to, apply on behalf of public or private contract providers.

Sharon Insull

Statutes have delineated the criteria which will be used in determining the eligibility of proposals for consideration for funding (Section 5453). In submitting proposals, counties must include descriptive narrative covering the following:

1. Survey of all existing residential treatment and day or socialization programs in the area served by the system. The survey shall indicate the manner in which the system elements will coordinate services with existing residential and day programs. (Section 5463)
2. Facilities (Section 5453a)
 - a) settings, whether residential or day, shall be as close to normal as possible without sacrificing client safety or care.
 - b) residential treatment centers shall be relatively small, preferably 15 beds or less, with a non-institutional appearance.
 - c) facilities should be separate and free standing and not part of a large facility attempting to serve an entire range of clients.
 - d) must be appropriately licensed, including provisional licenses. (Section 5464)
3. Staffing Patterns (Section 5453b)
 - a) must reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the community the facility serves.
 - b) must have multi-disciplinary professional consultation and staff to meet the specific diagnostic and treatment needs of the clients.
 - c) use of paraprofessionals is encouraged.
4. Programs (Section 5453c)
 - a) shall be designed to reduce dependence on psychiatric medication as a primary treatment tool.
 - b) shall have a rehabilitation focus which encourages clients to become more independent.
 - c) shall encourage client participation in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.
5. Coordination (Sections 5453d and 5459)
 - a) describe the methods of achieving specific linkages with the general treatment and social service system as a whole.

- b) describe methods of coordinating the proposed system elements with in-place elements of the system. In particular, counties must demonstrate satisfactory pre-existing capability in the following two elements:
(Section 5454)

- (1) A crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis.
- (2) A case management system directly supervised by a psychiatrist, psychologist or a social worker with a Master's Degree.

III. Evaluation (Section 5460)

1. County

- a) describe how the system will be evaluated, both as individual elements and as a system.
- b) identify as separate budget items the costs related to evaluation for: staff and county computer software. Costs for county computer hardware will not be allowable.

2. State

- a) the Department of Mental Health will establish the evaluation criteria (including the mandated client outcome criteria) to be used in the statewide evaluation effort for the required report to the Legislature.
- b) the Department of Mental Health will either conduct or contract for the required statewide evaluation.

IV. County Plan Amendment (Section 5461)

1. Proposals approved for funding must be amended into the county Short/Doyle plan developed for the year the system is implemented.
2. Funds for the approved system proposals will be allocated upon completion of county Short/Doyle plan amendments.
3. Counties are encouraged to develop contracts with public or private providers for the service elements outlined in the approved proposals.
4. Counties may wish to submit their proposals to their Boards of Supervisors at the same time that they submit them to the Department as a means of expediting the county plan amendment if the proposal is approved.

V. Additional Guidelines

1. Applications are for the period January 1, 1979 through June 30, 1979. If funds are appropriated by the Legislature for continuation of the program through the ^{12/31/80}1979/80 fiscal year then approved applicants will receive continuation funding. If additional funds are appropriated it is anticipated that pending applications not funded because of the limitation of the original appropriation will receive first priority for funding. A new application cycle will be instituted if appropriate.
2. The applicant county shall indicate how it intends to continue the system after July 1, ¹⁹⁸⁰1979, in the event that additional funds are not appropriated.
3. If county cost sharing is reinstituted, future funds appropriated under this act will be subject to the basic 90 percent cost sharing formula unless excepted by future legislation.
4. Funds allocated under this act may be used only for incremental purposes, not for supplanting existing funding.
5. The main thrust of the bill is to establish programs and services for clients. Therefore, major capital outlay expenditures will not be funded (e.g., facility construction or purchase, computer hardware, etc.).
6. The following program items may be funded:
 - a) additional county staff for the development of the proposed program on a one-time, time-limited basis.
 - b) additional staffing for programs.
 - c) supplemental rates if the costs are separately identifiable as program costs and are over and above basic board and care costs.
 - d) minor remodeling and renovation, e.g., necessary for meeting building code requirements.
 - e) costs of transporting clients between program elements.
7. The applicant county shall indicate in its proposal how all elements of the community mental health residential treatment system described in Section 5458 will be otherwise provided if the county is applying for grant funds for only a portion of these elements.

APPLICATION INSTRUCTIONS

The proposal should include for each program element: 1) a front sheet entitled "Application for Community Residential Treatment System Funds" and 2) a "Detailed Mental Health Budget"; in addition, include a project narrative of no more than 10 typewritten pages and an appendix.

The Project Narrative should include the following information:

PROBLEM:

- Survey of all existing residential treatment and day or socialization programs in the area served by this system.
- Numbers in each target population and level of services provided.
- Identification of gaps in the service system.
- Description of applicant's experience in dealing with the problem.
- Identification of parties involved in developing this application.
- Social economic description of clientele (cultural, ethnic, linguistic).

GOALS:

- Description of what the program is attempting to achieve in broad terms.
Relates to reducing or solving the identified problem.

OBJECTIVES: (what you plan to achieve to reduce the problem)

- Statements which are measurable, that describe the results of your effort, are time limited and possess a minimal level of acceptability.
- Specifically related to improving a client, service element or service system.

Good Example

Ten percent of clients will move from semi-independent living to independent living situations within the project period.

Poor Example

To provide halfway house residential care to 75 clients.

(NOTE: Good objectives talk about change in the client not just a description of an activity and the numbers served.)

METHODS: (how you plan to achieve objectives; description of activities that will take place; personnel, facilities, clients, treatment and delivery system (include in-kind services)).

- Describe what each person employed in project will do. Include those funded from other sources (appropriate social characteristics and skills needed to serve client, etc.).

- Describe facilities and setting (normalization principles should apply as well as licensure requirements and cultural appropriateness)
- Describe how the program will obtain and select clients for the program
- Describe how the treatment operation plan will reduce dependency on medication and is rehabilitation oriented, and actively involves clients.
- Describe the methods of coordinating activities and relationships that will take place. Identify specific linkages for providing a continuum of needed services (especially with treatment, residential and social services) and how the project will integrate with the existing system.
- Describe existing crisis unit and case management capabilities
- Explain how all elements of the community mental health residential treatment system described under Section 1, Items 3-8 of the Guidelines will be provided if project is designed to meet only a portion of these elements.
- Indicate any additional or auxillary activities client will be involved in related to the program.

EVALUATION: (method and criteria to be used in determining whether each objective is being met)

- Who is doing the evaluation - internal or external
- What data collection or measurement instrument/criteria will be used for clients, individual elements and service system
- How will data be analyzed and summarized

CONTINUATION:

- Describe how the project program elements will be funded after July 1, ¹⁹⁸⁰~~1979~~-should grant funds not be available (Note: The author of the bill intends to pursue legislation asking for continuation funding for the ¹⁹⁸⁰⁻⁸¹~~1979-80~~ fiscal year.)

BUDGET:

- The program budget for each program element must reflect annualized gross cost with a two-third cost savings factor identified for the first eight months of the fiscal year. Thus, the net cost will be that amount required for operation of the program from March 1, ¹⁹⁸⁰~~1979~~ through June 30, ^{P.S.}~~1979~~.
- Identify those budget items for costs of conducting evaluation which have been included in your annualized gross costs and indicate these amounts in the area entitled "Other Expenses".

Here are some important points which should be noted:

Expenses for any project cannot be paid until the county plan is amended and the county has consummated a contract with a provider of service.
If grant funds are available for fiscal year-¹⁹⁸⁰⁻⁸¹~~1979-80~~ projects will be funded at the annualized State General Fund level for the approved projects.

APPENDIX: (Submit following items if appropriate)

- Description of current services offered
- Include up-to-date organization chart including advisory units and how the proposed system fits into the agency and overall service delivery system
- Letters of working agreements with other agencies included in the project plan
- Statement of policies relating to eligibility, services, limitations, and fees
- Financial statement of sub-contractor if county is not the service provider
- List of sources of support and other sources of funding being sought which could supplement the project.
- Explanation or clarification of any items in the narrative or budget.

Formal applications are to be submitted in SIX CLEAR COPIES (no ditto copies please) and postmarked no later than January ¹⁹⁸⁰ 10, 1979.

Applications should be mailed to: Don Z. Miller, Department of Mental Health, Division of Community Services, 744 F Street, Sacramento, California 95814.

PROGRAM BUDGET

EXHIBIT D

FISCAL YEAR

ST COUNTY OF Yolo

DATE

CONTRACTOR: Wald Community Care ContinuumPROVIDER NO: 5724SEE REVERSE SIDE

ITEMS	SERVICE TYPE	Q2 Rates	Q2 Rates	Q2 Rates	Q1 Short/Daily						TOTAL
		24 hour	Partial 9	Outpatient	Shiva House						
	COST CENTER										
1	SALARIES & EMP. BENEFIT										
5	PRESENTING EXPENSES										
10	EQUIPMENT										
15	PHARMACY										
20	OTHER										
30	CONTRACTS	290,872	146,897	150,617	47,750						652,106
35	GROSS COST	290,872	146,897	150,617	47,750						652,106
50	SAVINGS										
60	SUBTOTAL GROSS COST	290,872	146,897	150,617	47,750						652,106
65	COST OF ADMIN. SUPPORT & RESEARCH & EVALUATION										
65	ADJUSTED GROSS COST	290,872	146,897	150,617	47,750						652,106
60	REVENUES										
60	A. GRANTS										
70	B. PATIENT FEES										
71	C. PATIENT INSURANCE	60,000									60,000
72	B. MEDIC-CL - FEDERAL										
73	B. MEDIC-CL - NON-FEDERAL										
74	C. MEDICARE										
75	D. OTHER		5,000	5,000							10,000
76	C. MEDIC-CL - FEDERAL FUNDS/INTC										
77	TOTAL REVENUES	60,000	5,000	5,000	24,860						94,860
80	NET COST	230,872	141,897	145,617	22,890						547,276
85	COST PER UNIT OF SERVICE \$										
	DIVIDE LINE 85 BY 82										

APPROVED BY: _____

FILED

JUL 31 1980

AGREEMENT NO. 80-233

PETER H. DAVEE, Clerk (Agreement to provide outpatient medical and health care services)
By *Leona B. [illegible]*
CAPUT

THIS AGREEMENT, made and entered into this 1st day

4 of July, 1980, by and between the County of Yolo, a political sub-
5 division of the State of California, hereinafter referred to as COUNTY, and
6 Davis Free Clinic, a non-profit California corporation, hereinafter referred
7 to as PROVIDER.

8 WITNESSETH:

9 RECITALS:

- 10 1. COUNTY is obligated by State and Health Safety Code Section 1442 through
11 1442.5 inclusive as amended by SB 154 to provide for the health and
12 medical care of indigents within its jurisdiction.
13 2. COUNTY does not have the facilities to itself provide the hereinabove
14 recited required care in all population centers within its jurisdiction,
15 in particular within the City of Davis.
16 3. PROVIDER is an outpatient medical and health care clinic operating within
17 the City of Davis and possesses the facilities to provide said care.
18 4. PROVIDER has provided outpatient medical and health care, not limited to
19 indigents, for COUNTY in the past.
20 5. COUNTY'S ability to provide outpatient medical and health care services
21 within the City of Davis has been further limited by the passage of
22 Proposition 13.
23 6. COUNTY and PROVIDER are, therefore, desirous of entering into a contract
24 for providing certain outpatient medical and health care services de-
25 tailed herein.

26 AGREEMENTS:

- 27 1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises
28 contained in hereinafter recited agreements, PROVIDER agrees to:

- 1 a. Provide general outpatient medical and health care services,
2 exemplified but not limited to general health counseling, laboratory
3 procedures, physical examinations, minor surgery, prescriptions,
4 immunizations, venereal disease detection and treatment, pregnancy
5 testing, and family planning, excluding those particular services
6 funded by sources other than COUNTY.
- 7 b. Prepare, produce and upon request of COUNTY hereinafter designated
8 representatives present a financial report and a statistical report
9 of services rendered under the provision of this Agreement, the
10 statistical report in the format of Exhibit "A", attached hereto
11 and incorporated herein by reference thereto, within two weeks of
12 the last day in each quarter during which services were rendered
13 under the provisions of this Agreement.
- 14 c. All funds advanced and not spent by the end of the contract period
15 will be returned to COUNTY unless an extension for the use of these
16 funds is granted by the Board of Supervisors.
- 17 d. 1. To maintain proper and adequate records and ledgers sufficient
18 to enable an audit of the program which is the subject of this
19 agreement, and to make said ledgers and records available to
20 a COUNTY selected auditor and COUNTY'S herein designated repre-
21 sentative upon reasonable request of COUNTY.
- 22 d. 2. To establish and maintain accounting procedures which meet
23 normally accepted accounting practices and principles, and to
24 comply with the recommendations of COUNTY'S auditor for the
25 purpose of establishing and maintaining such accounting practices
26 and fulfilling the terms of this agreement.
- 27 e. To comply with Title VI and VII of the Civil Rights Act of 1964, and
28 with the Constitution and applicable laws of the State of California

1 in its procurement and employment practices and in the providing
2 of services recited hereinabove in Agreement 1 a.

3 f. Without limiting PROVIDER'S Agreement recited hereinafter in
4 Agreement 1 g, to indemnify COUNTY, to maintain in force at all
5 time during the performance of this agreement, a policy or policies
6 of Public and malpractice insurance in the amount of at least
7 \$1,000,000/\$1,000,000. PROVIDER further agrees not to cancel or re-
8 duce the amount of coverage of any of the aforesaid insurance without
9 giving notice in writing at least ten (10) days in advance of such
10 cancellation or modification to COUNTY, and agrees to abide with reason-
11 able requirements imposed by COUNTY upon said cancellation or mod-
12 ification. During all times during the performance of this agreement,
13 PROVIDER will, at its sole cost, maintain Workmen's Compensation in-
14 surance fully covering all employees of PROVIDER.

15 g. To indemnify, defend, and hold harmless COUNTY, its officers, agents,
16 and employees from and against any and all claims, losses, liabilities,
17 or damages, including attorney's fees, arising out of or resulting
18 from the performance of this agreement, caused in whole or in part by
19 any negligent act or omission of PROVIDER or anyone directly or in-
20 directly employed by PROVIDER regardless of whether or not it is
21 caused in part by a party indemnified hereunder.

22 h. Designate a representative within two weeks of the execution of this
23 agreement by written notice to COUNTY'S representative designated
24 in hereinafter recited Agreement 4; and to notify COUNTY in the same
25 manner of any changes in PROVIDER'S Representatives.

26 2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S promises con-
27 tained in herein recited Agreeemnts, COUNTY agrees to:

28 a. Designate representatives in hereinafter recited Agreement 4, re-
sponsible to:

- 1) Review the statistical report prepared in accordance with hereinabove recited agreement 1 b.
 - 2) Authorize payment to PROVIDER.
 - 3) Evaluate the services provided by PROVIDER for their utility to COUNTY in future fiscal years.
- b. Provide such expendable goods, preparations, vaccines, laboratory tests or medicines as are appropriate in the joint judgment of both parties' designated representatives and consistent with previous fiscal year arrangements to provide said goods, preparations, vaccines, laboratory tests, or medicines between PROVIDER and COUNTY'S HSA's Department of Public Health.
- c. COUNTY'S designated representatives will give prompt attention to claims for payment submitted by PROVIDER.
3. PAYMENT: In consideration of PROVIDER'S promises contained in herein recited Agreements, COUNTY agrees to:
- a. Upon execution of this agreement and presentation of a COUNTY claim form pay to PROVIDER FIVE THOUSAND EIGHTY DOLLARS & TWENTY-FIVE CENTS DOLLARS (\$5,080.25), representing an advance of funds for the first quarter of the term of this Agreement.
 - b. Upon submission each quarter, in accordance with the time frames of hereinabove recited Agreement 1 b, to COUNTY'S designated representative of an invoice which includes:
 - 1) A detailing of expenditures in accordance with Exhibit "B" attached hereto and incorporated by reference thereto; and
 - 2) The statistical report recited herein above in Agreement 1 b; pay PROVIDER FIVE THOUSAND EIGHTY DOLLARS & TWENTY FIVE CENTS DOLLARS (\$5,085.25) representing an advance of funds for the second, third, and fourth quarters of the term of this Agreement

- 1 up to the hereinafter recited in Agreement 3 c maximum.
- 2 c. The maximum total payment to PROVIDER for performance under the
- 3 terms of this Agreement will not exceed TWENTY THOUSAND THREE
- 4 HUNDRED TWENTY ONE DOLLARS (\$20,321.00).
- 5 d. Where a statistical or financial report, in accordance with Agreement
- 6 1 b, is due for any quarter during this Agreement, payment of the
- 7 advance for the next segment is expressly conditioned on the ac-
- 8 ceptance of the report as completed by the COUNTY'S designated
- 9 representative. It is further understood that completion of the
- 10 contemplated reports for the final quarter of this Agreement is a
- 11 condition subsequent to COUNTY'S obligation to pay the final
- 12 quarter's installment on the contract amount; and advancement of
- 13 those funds pursuant to Agreement 3 b is not a waiver of said
- 14 condition subsequent.
- 15 4. COUNTY'S DESIGNATED REPRESENTATIVES: COUNTY'S designated representatives
- 16 for the purpose of this Agreement are the Director of Public Health, Director
- 17 of Public Health Nursing, and the Supervising Public Health Nurse for the
- 18 West Yolo area.
- 19 5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
- 20 PROVIDER is an independent contractor and is not subject to the direction
- 21 and control of COUNTY except as to final result. PROVIDER shall be solely
- 22 liable and responsible to pay all required taxes and other obligations,
- 23 including, but not limited to, applicable withholding and Social Security.
- 24 PROVIDER agrees to indemnify and hold COUNTY harmless from any liability
- 25 which it may incur to the Federal or State Governments as a result of this
- 26 contract.
- 27 6. AMENDMENTS: Unless otherwise expressly provided herein, the body of
- 28 this Agreement, together with Exhibits attached hereto, fully expresses

1 all understandings of the parties concerning all matters covered and shall
2 constitute the total agreement. Unless otherwise expressly provided herein,
3 no addition to, or alteration of, the terms of this Agreement, whether by
4 written or verbal understanding of the parties, their officers, agents,
5 or employees, shall be valid unless made in the form of a written amend-
6 ment to this Agreement which is formally approved and executed by the
7 parties.

8 7. TERM: This Agreement shall commence July 1, 1980, and terminate
9 June 30, 1981, unless sooner terminated by either party on thirty (30)
10 days written notice to the other.

11 IN WITNESS WHEREOF, the parties have executed this agreement as of
12 the day and year herereinabove setforth.

13 COUNTY OF YOLO, a political subdivision
14 of the State of California

15 BY Lynette J. Thompson
16 CHAIRMAN OF THE BOARD OF SUPERVISORS

17 ATTEST:

18 PETER McNAMEE, CLERK

19 BY Debra C. Cuthbertland
20 DEPUTY

21 Lynne Seari
22 BY Lynne Seari PRESIDENT
23
24
25
26
27
28

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNCIL

BY Elizabeth A. Hally
COUNTY COUNCIL

EXHIBIT "B"

EXPENDITURE INVOICE

Salaries: Clinic Coordinator
Clinic site Coordinator
Bookkeeper
Fiscal Coordinator

Benefits:

Phone/Utilities
Insurance (Malpractice, premises,
Workmens Comps.)
Accountant
Office, Maintenance, Refurbishing
Lab/Medical Supplies
Educational Supplies
Travel

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

AGREEMENT NO. 80-234

STATE AGENCY
DEPT. OF GEN. SERV.
CONTRACT NO.

THIS AGREEMENT, made and entered into this 1st day of July, 1980,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

Chief, Contract Management Sect.

Department of Health Services

67-64194

County Of Yolo

Witnessed by the Contractor

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Not both services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and all other terms of the contract.

1. The period of this contract shall be from 7/1/80 through 6/30/81.
The total amount payable by the State to the Contractor under this contract shall not exceed \$5,400.00.
2. This contract may be canceled by either party upon 30 days written notice to the other party.
3. The attached Exhibit "A(S)" entitled "Additional Provisions" consisting of four pages is made a part hereof by this reference.
4. The attached Exhibit "B" entitled "DDPP Line Item Budget" consisting of one page is made a part hereof by this reference.
5. The attached Exhibit "C" entitled "Prior to July 1, 1980 language", consisting of one page is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1980.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

Department of Health Services

County Of Yolo

Chief, Contract Management Section

COUNTY OF YOLO, STATE OF CALIFORNIA

10 Cottonwood St., Woodland, CA 95669

Department of General Services
Use ONLY

\$ 5,400.00

Local Assist

General

ITEM

292(2)

CHAPTER

11980

80-81

FUNCTION

Local Assistance Contracts

LINE ITEM ALLOTMENT

7256-5101-A20201

This Contract Exempt From
Department Of General Services
Approval Per SAM 1206

AUG 19 1980

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

[Signature]

8/8/80

I hereby certify that all conditions for exemption set forth in State Act
have been complied with and this document is exempt from review by the Department of General Services.

SIGNATURE OF FISCAL OFFICER ON BEHALF OF THE AGENCY

[Signature]

8/19/80

APPROVED AS TO FORM
CHARLES R. MARK
COUNTY COUNSEL

[Signature]
DUTY COUNTY COUNSEL

PETER MCNAMEE, Clerk
By *[Signature]*

AUG 26 1980

FILED

7. The contractor shall:

- A. Provide an on-going, school-based, Dental Disease Prevention Program to at least 1800 students in kindergarten through third grade.
 - B. Provide on-going, supervised, brushing and flossing in the classroom to at least 1800 students. Teachers are to be encouraged to implement daily brushing and flossing as classroom activities throughout the school year.
 - C. Provide weekly supervised topical application of 0.2% Muetral Sodium Fluoride solution to at least 1800 school children.
 - D. Provide each classroom enrolled in the program with approximately three hours of dental health instruction per year by a health professional with dental health experience. The instruction shall include but not be limited to the causes, processes and prevention of dental disease, plaque control instruction, nutritional aspects of dental disease, the use of fluorides, oral safety and the need for regular dental care. The three hours of instruction shall be performed in a minimum of three instructional visits and two reinforcement visits. Dental screenings will not be counted toward the minimum instructional time. Volunteers health professionals may be used for classroom instruction, however, only one visit per classroom will be counted toward the minimum instruction time.
 - E. Provide educators and students with educational materials, tooth-brushes, floss, and fluoride rinses supplies needed to carry out the program.
 - F. Provide all educational personnel involved in the program a minimum of four hours of dental health instruction and information necessary to carry out the program. Teachers should be encouraged to integrate on-going dental health activities with their normal health units and other subjects where possible.
 - G. Submit to the Department of Health Services monthly or quarterly invoices and quarterly activity reports and a final comprehensive report by June 30, 1981, specifying the accomplishments of the project according to the format and guidelines established by the Department of Health Services.
 - H. Provide technical assistance and consultation to other Dental Disease Prevention Programs as requested by the department, but only to the extent that funds are herein provided.
8. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in triplicate stating the time period covered and stating the contract number, for actual expenditures in accordance with the budget attached hereto and shown as Exhibit "B" to: Department of Health Services, Dental Health Section, 2131 Capitol Avenue, Suite 105, Sacramento, CA 95816. The contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed \$2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line items to be reduced in order to decrease the excess items and provided that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 2 of this agreement. It is further understood that in no event shall the maximum amount payable under this agreement exceed \$3.00 per child who is participating in all of the components of the program given in Paragraph 7 except those children whose parents do not give permission for the flouride rinse portion of the program.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICESADDITIONAL PROVISIONS
(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE
COST REIMBURSEMENT CONTRACTS)(1) Fair Employment Practices

The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

- A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State Funds

- A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.
2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)
- a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1.

- b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.
 - c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
3. (Applicable only if State furnishes nonexpendable property to Contractor.)
- a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.
 - b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
- 4.
- a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) - B, below are applicable to this paragraph concerning motor vehicles.
 - b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.
 - c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.
 - d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
 - e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.
 - f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.

The certificate of insurance will provide:

- 1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

- 3) That the State will not be responsible for any premiums on the policy. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

- B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.
- C.
1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
 2. State property shall be used only for the performance of this contract.
 3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.
 4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.
- D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A - 1 as stated in Paragraph A,2, above.

(7) Invoices and Income Restrictions

- A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

- B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records – Subcontract Language

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives.
- C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.
1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.
- D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

"(Name of Vendor or Subcontractor) agrees to maintain and preserve, until four years after termination of (Contractor's name) agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records of (Name of Subcontractor or vendor) related to this (purchase order or subcontract)."

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

- A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.
- C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice — Final Report — Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed \$3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) Utilization of Small Business Concerns

- A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.
- B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(19) Utilization of Minority Business Enterprises

- A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.
- B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(20) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(21) Meetings, Seminars or Workshops

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
 - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

DENTAL DISEASE PREVENTION PROGRAM
Line Item Budget for FY 1980-1981

Exhibit "B"

CONTRACTOR: Yolo

Number: 80-64194

A. Personal Services (include rate x time)	\$ Amount
1. RDH Coord./Educ. 200 days x \$100 x .11	\$2200
2.	
3.	
4.	
5. Benefits 2 6 %	\$135
B. General Expenses	\$100
C. Expendable Supplies	\$1450
D. Printing	\$100
E. Communications	\$400
F. Travel & Per Diem 5075 mi. x 20¢	\$1015
G. Equipment	-0-
H. Contractual Services (specify)	
1.	
2.	-0-
3.	
I. Data Processing	-0-
J. Rent & Utilities	-0-
K. Other (specify)	-0-
TOTAL	\$5400

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1980 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1980 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1980.
- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1980, for the fiscal year 1980-81 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1980 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

CERTIFIED COPY

BOARD OF SUPERVISORS
Yolo County, California

MEETING DATE: JUL 29 1980

FILE:

TO:

Auditor
County Counsel
St. Dept. of Health
Supt. of Schools
Health Agency-c/o J.Dyer
w/originals for State

STATE of CALIFORNIA }
COUNTY of YOLO } SS.

The Foregoing Instrument Is A Correct Copy
Of The Original Filed In This Office.

ATTEST August 1 19 80

PETER M. MARSH

COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
EX-OFFICIO CLERK OF THE BOARD OF EQUALIZATION IN AND FOR THE
COUNTY OF YOLO, STATE OF CALIFORNIA

By

Debra Conley
Deputy

Entry #9

Minute Order No. 80-490: Took the following actions regarding the Yolo

County Public Health School Dental Health Program:

- A. Approved the 1980-81 Public Health County-wide School Dental Health Program as outlined in the report.
- B. Designated the Child Health & Disability Prevention Advisory Committee as the legally required advisory committee to the Public Health School Dental Health Program.
- C. Approved Agreement No. 80-234, with the State Department of Health Services; and approved receipt of funds, by the County, for the Dental Program in the amount of \$5,400.00. The Chairman was authorized to sign the agreement.
- D. Approved receipt of funds, from the Salud East Yolo Health Corporation, for the program in the amount of \$3,000.00.
- E. Approved receipt of in-kind contributions to the Dental Program in the amount of \$2,065.00.
- F. Approved receipt of future potential contributions from parents or others to the Public Health Dental Health Program.
- G. Approved Agreement No. 80-235, with the Yolo County Superintendent of Schools for the operation of the separate education and prevention elements of the Dental Health Program. The Chairman was authorized to sign the agreement.
- H. Authorized the drafting, for future consideration by the Board, of an agreement with the Yolo County Dental Foundation to utilize \$5,436 for treatment of dental disease in Yolo County children.

MOTION: Edmonds. SECOND: DeMars. AYES: Black, DeMars, Marchand, Edmonds, Thompson.

FILED

AUG 6 - 1980

AGREEMENT NO. 80-235

(For certain dental services)

PETER McNAMEE, Clerk

By *[Signature]*
DEPUTY

THIS AGREEMENT, made and entered into this 29th day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the County Superintendent of Schools Office, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of Pt. 1: Div. 1, Art. 4.5, H&S Ch. 1134, Sect. 373, COUNTY has been allocated funding by the State Department of Health Services and others to provide a school-based dental health program.
2. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY, in accordance with a contract and regulations which may be promulgated from time to time by the State Department of Health Services.
3. PROVIDER represents that it can provide the hereinbelow and above described specific services which comprise the program.
4. COUNTY is prepared, at the time of execution of this Agreement, to contract for said services. PROVIDER is prepared to undertake the obligation to provide said services.
5. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to proceeding with any services hereunder contemplated.
6. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representations and that COUNTY would not

1 execute this Agreement if PROVIDER could not so represent.
2 7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the
3 herein described School Based Dental Health Program.

4
5 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in
6 hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S
7 promises contained in hereinafter recited agreements, agree:

8 1. PROVIDER'S SERVICE OBLIGATIONS:

- 9 a. In accordance with the Working Protocols, attached hereto as Exhibit
10 "A" and incorporated herein by reference thereto; the Action Plan,
11 attached hereto as Exhibit "B" and incorporated herein by reference
12 thereto; and any special applicable State Department of Health Services
13 Requirements, incorporated herein by reference thereto as if fully
14 set out herein, provide the following listed services: teacher
15 workshops; student nutrition education; plaque control instruction;
16 classroom flossing and brushing; 2% sodium fluoride mouthrinse for
17 students; dental screening and referrals; and periodic reinforcement
18 personal visits by a Registered Dental Hygienist.
- 19 b. Participate in case consultation and information exchange at times
20 and places of mutual convenience upon reasonable notice. Reasonable-
21 ness for this purpose shall be construed in light of the urgency of
22 each circumstance as it arises.
- 23 c. PROVIDER will designate a representative or representatives for
24 administration and clinical matters within one week of execution of
25 this Agreement, and so notify COUNTY'S herein designated represen-
26 tatives in writing.

27 //

28 //

- 1 d. PROVIDER will submit a copy of its current Equal Employment Opportunity
2 plan to COUNTY'S herein designated representatives within ninety (90)
3 days of the execution of this Agreement.
- 4 e. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein
5 designated representatives a demonstrable change in student attitude
6 and behavior toward dental health; exposure of a significant level of
7 a target population to information relative to nutrition, oral diseases
8 and methods to prevent them; regular topical application of preventive
9 dental agents to students with parental permission; and development of
10 a positive rapport between students and dental health professionals.
11 Said demonstration shall be made to AGENCY through both the submission
12 of a monthly statistical report in the form specified in the Working
13 Protocols attached hereto as Exhibit "A" and incorporated herein by
14 reference thereto and on-site monitoring by COUNTY'S herein designated
15 representatives.
- 16 2. AGENCY'S SERVICE OBLIGATIONS:
- 17 a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with
18 the requirements and criteria promulgated from time to time by the
19 State Department of Health Services.
- 20 b. DESIGNATE a representative or representatives for administrative and
21 program affairs.
- 22 3. COUNTY'S DESIGNATED REPRESENTATIVES:
- 23 a. Responsibility for this Agreement lies with AGENCY'S Director of Public
24 Health.
- 25 b. Director of Public Health may designate operational representatives
26 from time to time in writing to PROVIDER to perform specific tasks
27 or liaison functions.

28 //

1 4. ASSIGNMENT/SUB-CONTRACTING:

- 2 a. PROVIDER may assign or sub-contract its responsibilities on the
3 advance written authorization of COUNTY'S herein designated represen-
4 tative.
- 5 b. It is expressly understood by PROVIDER that a grant of permission to
6 assign or sub-contract by the AGENCY is not a release of PROVIDER from
7 accountability for any of the obligations and conditions set out in
8 this Agreement.
- 9 c. It is further expressly understood and agreed upon by PROVIDER that
10 PROVIDER'S payment of its sub-contractors and proof of that payment are
11 conditions precedent and subsequent to COUNTY'S obligation to pay
12 PROVIDER for services rendered in any month for which such proof is
13 required by AGENCY.

14 5. RECORDS:

- 15 a. PROVIDER shall for the later of four (4) years or the resolution of
16 audit finding, maintain and retain records of services rendered and
17 all receipts and expenditures, for whatever purposes received or
18 expended, in accordance with generally accepted accounting principles,
19 separately identifying revenues received, expenditures, made and
20 services rendered pursuant to this Agreement.
- 21 b. PROVIDER shall make said records available for audit by COUNTY or STATE
22 auditors upon the request of AGENCY'S designated representatives.
23 Said request will provide at least one full working day's notice of
24 the impending audit. STATE, AGENCY, or COUNTY shall have the right to
25 inspect or otherwise evaluate the quality, appropriateness, and time-
26 liness of services performed and to audit and inspect any books and
27 records of PROVIDER which pertain to services performed and determi-
28 nation of amounts payable hereunder.

1 c. PROVIDER agrees to hold COUNTY harmless from any claim of liability
2 including costs and attorney's fees, arising from audit exceptions
3 taken by any audit agency based upon generally accepted accounting
4 principles, or applicable special requirements as hereinbefore
5 addressed. This shall include, but is not limited to: (1) any order
6 that COUNTY pay to any responsible agency any amount of money; (2)
7 any order whereby any agency withholds from subsequent payments any
8 amount of money; as a result of PROVIDER'S actual or alleged violation
9 of non-conformance with any regulations or administrative rulings
10 promulgated pursuant thereto or with any Federal, State or Local Laws,
11 regulations, or ordinance made applicable thereby. PROVIDER agrees
12 that it has read and understands all applicable accounting and program
13 guidelines and manuals and will comply with the requirements contained
14 therein.

15 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
16 PROVIDER is an independent contractor and is not subject to the direction
17 and control of COUNTY except as to final result. PROVIDER shall be solely
18 liable and responsible to pay all required taxes and other obligation,
19 including, but not limited to, applicable withholding taxes and Social
20 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any
21 liability which it may incur to the Federal or State Governments as a
22 result of this contract.

23 7. LIABILITY:

- 24 a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless from any
25 and all claims, liability, or loss arising from PROVIDER'S performance
26 under this Agreement.
- 27 b. Without in any way intending to limit or abrogate the effect of the
28 hereinabove recited Agreement, PROVIDER shall purchase and maintain

1 for the duration of this Agreement: (1) either public liability
2 insurance policies in the amount of \$1,000,000/\$1,000,000 with allied
3 professional liability coverage and vehicular liability coverage;
4 or public liability insurance coverage in the amount of \$1,000,000/
5 \$1,000,000 without allied professional staff liability coverage and
6 a separate professional liability policy in the amount of \$250,000/
7 \$600,000 and a separate vehicular liability policy; and (2) a Work-
8 man's Compensation policy. Said liability policies shall name
9 COUNTY as a co-insured party for all purposes; and PROVIDER shall
10 deliver certificates of all insurance policies purchased pursuant to
11 the terms of this agreement to COUNTY'S herein designated represen-
12 tatives within ninety (90) days of execution of this Agreement.

13 8. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory
14 practices in, and will take affirmative action to provide equal opportunity
15 in, employment or personnel assignments of accommodations, or in any other
16 respect on the basis of race, handicap, color, sex, marital status,
17 affiliation preference, religion, national origin, or ancestry, other than
18 those benign, non-adverse, forms of discrimination collectively known in
19 common parlance as "Affirmative Action", as sanctioned and authorized by
20 State and Federal Statute and regulation and court decision.

21 9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
22 by reference thereto are Working Protocols describing and governing the
23 working relationships of parties. Said Working Protocols bind parties as
24 if fully set out herein, but may be modified without formal amendment of
25 this Agreement so long as said modification does not vary the provisions
26 specifically set out herein, is in writing, and represents a bilateral
27 agreement of AGENCY and PROVIDER. Said Working Protocols shall include
28 as a minimum provisions by which AGENCY shall be involved in any admission

1 process; any selection screening process; the respective roles of AGENCY
2 and PROVIDER in Case Consultation, and Clinical referral; the format for
3 statistical reports required by this Agreement; procedures for AGENCY'S
4 staff to obtain access to clients; personnel, or records required to perform
5 their function hereunder; procedures for the acceptance of clinical
6 referrals from PROVIDER to AGENCY and for return of information generated
7 by those referrals; AGENCY'S operational representatives and their function;
8 and any role AGENCY is to play in review of PROVIDER'S professional
9 activities.

10 10. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
11 reference thereto is PROVIDER'S Action Plan for providing the services
12 which are the subject of this agreement. Said Action Plan binds parties
13 as if fully set out herein, but may be modified without formal amendment
14 of this agreement, as long as said modification does not vary the pro-
15 visions specifically set out herein and advance written notice thereof
16 is given AGENCY. Said Action Plan shall include as a minimum: provisions
17 that applicable admissions policies will be in writing, and available to
18 the public; that the admissions policies will state that patients or
19 clients are accepted for care without adverse discrimination based upon
20 race, color, religion, sex, marital status, affiliation preference, handi-
21 cap, national origin, or ancestry; provision describing PROVIDER'S
22 procedures for identifying clinical needs and referring joint clients to
23 provider other than AGENCY: provisions stating that PROVIDER will specify
24 in writing to referees other than AGENCY, that said referrals of joint
25 clients shall not be compensated by PROVIDER or COUNTY except on the
26 written authorization of AGENCY, and that COUNTY shall not be responsible
27 for non-AGENCY approved clients or patients of PROVIDER; provisions
28 listing and describing the specific services which are the subject of this

1 Agreement, the operational plan for rendering these services, and the
2 capacity and classifications of person or names of sub-contractors, who
3 will provide such services; provisions listing required licenses, target
4 dates for obtaining, and dates obtained provisionally; and finally,
5 a schedule for implementing the services which are the subject of the
6 Agreement.

7 11. COMPLIANCE WITH CODE:

8 a. PROVIDER agrees to comply with all applicable provisions of the
9 Title 22 of the California Administrative Code, Title 45 Code of
10 Federal Regulations' Section 205.50 regarding confidentiality of
11 patient information; and the Confidentiality of Medical Records Act
12 of 1980.

13 12. PAYMENT:

14 a. Upon execution of this Agreement and within a reasonable time from
15 PROVIDER'S submission of the invoice which attaches the statistical
16 report described hereinabove in Agreement 1 e, details work performed
17 in the preceding months by program element, certified that sub-
18 contractors have been paid, and claims the amount due for the month,
19 and upon the acceptance by the Director of Public Health Services of
20 the statistical report as complete and reflective of the satisfactory
21 progress of PROVIDER towards its objective, COUNTY will advance
22 PROVIDER per quarter for services rendered in accordance with the
23 program element budget attached as Exhibit "C" and incorporated herein
24 by reference thereto. Changes within major object totals and transfers
25 of less than 10% between major object totals may be made by PROVIDER
26 upon written notice to AGENCY, except that no change may be made to
27 the budgeted Fixed Assets Total.

28 b. The maximum total payment to PROVIDER under the terms of this Agreement

will not exceed the lesser of the cost of operating the services which are the subject of this Agreement, or THIRTY-THREE THOUSAND FIVE HUNDRED SIXTY-FOUR ----- DOLLARS (\$33,564.00).

The accumulation of quarterly payments made by COUNTY to PROVIDER will be reconciled to PROVIDER operating costs by PROVIDER by vehicle of a cost report to AGENCY within ninety (90) days of the close of the COUNTY fiscal year. Any funds paid over cost will be returned by PROVIDER to COUNTY or credited against payments for any continuing relationship, at the election of COUNTY. Should allowable costs exceed payments made COUNTY will reimburse PROVIDER for those costs up to the total hereinabove recited maximum.

- c. Where a herein recited report document and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the report, document, or claim to be complete and reflective of PROVIDER'S progress being as agreed.
- d. Approval of PROVIDER'S records as audited to be accurate and in accordance with all applicable guidelines and regulations is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by auditors.
- e. Obtainment and maintenance of required licenses for PROVIDER to provide the services for which the subject of this Agreement is a condition precedent/subsequent to COUNTY'S payment for services rendered any month in which the licenses are not maintained.
- f. Submission of the Equal Opportunity Plan hereinabove described is a condition precedent to COUNTY'S obligation to pay the claim for the month in which the Plan is due.
- g. COUNTY'S excuse of any given condition precedent or subsequent in

- 1 any given circumstance does not constitute a waiver of either that
2 condition precedent or subsequent or any other condition precedent
3 or subsequent as to future circumstances. Where there is a doubt to
4 the proper characterization of a provision as a promise or a condition
5 it shall be construed to be both a promise and a condition.
- 6 h. In the event of PROVIDER'S bankruptcy or insolvency it is agreed
7 that COUNTY, in pressing claims pursuant to this Agreement, will be
8 recognized as the creditor of first priority.
- 9 13. AMENDMENTS: Except as provided herein, the body of this Agreement
10 together with any exhibits attached hereto, fully expresses all under-
11 standing of the parties concerning all matters covered and shall
12 constitute the total agreement. Except as provided herein, no additions
13 to, or alterations of the terms of this Agreement, whether by written or
14 verbal understanding of the parties, their officers, agents, or employees
15 shall be valid unless made in the form of a written amendment to this
16 Agreement which is formally approved and executed by parties or their
17 successors in office or interest.
- 18 14. NOTICE: Any notice to be given parties to this Agreement may be given
19 personally or by depositing same postmarked and registered in the
20 United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S
21 herein designated representatives, as applicable, at the last known
22 address of either.
- 23 15. TERM:
- 24 a. This Agreement shall commence upon execution and terminate June 30,
25 1981, unless sooner cancelled by either party upon thirty (30) days'
26 written notice to the other of such intent.
- 27 b. Should either party give notice of cancellation both parties will
28 exert their best efforts in good faith to find alternatives for

1 referred persons still requiring services of the type PROVIDER
2 renders.

3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
4 as of the day and year hereinabove set forth.

5 COUNTY OF YOLO, a political subdivision
6 of the State of California

7 *Angela J. Thompson*
8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9
10 BY _____

11 ATTEST

12 PETER McNAMEE, CLERK

13 BY *Debra L. Kikland*
14 DEPUTY

15 COUNTY SCHOOLS

16 BY *Jack J. Potter*
17 SUPERINTENDENT
18 7/22/80

19 PUBLIC HEALTH SERVICES

20 BY *B. C. G. D.*
21 DIRECTOR

22 APPROVED AS TO FORM
23 CHARLES R. MACK
24 COUNTY COUNCIL

25 *Elizabeth A. Holtz*
26 DEPUTY COUNTY COUNCIL
27
28

WORKING PROTOCOLS

Admission Process: The agency will help the provider in any manner that is mutually desirable and acceptable to include a maximum number of eligible children in the School Dental Health Program.

Selection Process: The only classrooms that can be assured participation in the School Dental Health Program for the 1980-81 school year are those that have previously made a commitment to Mary Tice, the Program Coordinator. However should additional classrooms of eligible children desire to participate, an attempt will be made by the Program Coordinator to include these classrooms in the program.

Eligible Children: Children eligible for the Yolo County School Dental Health Program are those children in grades Kindergarten through third grade plus children in grades fourth through six and Jr. High School who are in classrooms of teachers who have been previously served by the Yolo County Dental Program.

Case Consultation and Referral: When issues arise that involve major policy decisions for the School Dental Health Program, the Provider will consult with the agency and any such policy decisions must be resolved to the mutual satisfaction of both parties.

Reports: Cost and statistical reports will be submitted monthly in the format required by the State Department of Health Services.

Access to Clients: The agency's representative may contact participating school personnel and students should this be deemed necessary by the agency.

Personnel and Records: Records to be kept by the provider are those required by the State Department of Health Services Dental Health Division, and as otherwise stated in this contract. Personnel to perform this contract under sub-contract from the provider are Mary Tice, RDH and Almira Macias.

Referrals: The provider may refer children in need of emergency dental care to the agency (Public Health Nursing Division) with the intent that agency will attempt to find resources for care. The agency will provide feedback information

regarding referrals.

Agency's Operational Representative: Robert Bates, M.D., Director of Maternal and Child Health, will be the agency's Operational Representative. His function will be to consult and aid the provider and his sub-contracted personnel in any manner which will assure the success of the program and which is mutually acceptable. He will also review and evaluate the success of the program.

Review of Professional Activities: The agency will not provide review of provider's professional activities unless specifically requested in writing by the provider and upon mutually acceptable justification.

ACTION PLAN

Admissions Policy: Children eligible for this program are Yolo County school children in grades Kindergarten through three plus children who are in classrooms in grades four through six and Junior High School of teachers who have previously been served by the Yolo County School Dental Health Program. Because of the needs for advanced planning, only those Kindergarten through three classrooms who have previously made a commitment to participate in this program will be assured full services for the 1980-81 year. However, an attempt will be made to serve additional classrooms and teachers if personnel time and supplies allow. These admission policies are available to the public. Clients are accepted for care without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin or ancestry.

Provider will be available to teachers and parents of eligible children to discuss participation in the program.

Participating Classrooms: Provider will keep an updated list of participating classrooms and when additions or deletions to this list are made the agency will be notified. Services cannot be assured to classrooms that are not on this list.

The operational plan for rendering of services is attached (Exhibit B-1 "Time Frame-Yolo County Dental Health Program").

Sub-contracted Personnel: Mary Tice, R.D.H., will act as program co-ordinator and classroom instructor. Almira Macias will provide clerical assistance.

Licenses: All required licenses are already obtained.

Time Frame - Yolo County School Dental Health Program

<u>Date</u>	<u>Activity</u>
July-August 1980	Completion of written reports and evaluation for 79-80 program Order supplies Revise program letters & forms Organize new program Begin coordination with school districts Coordinate dental workshops for fall.
Sept.-October 1980	Hold meetings for school faculty Hold workshops for school faculty Begin classroom education sessions Begin plaque control sessions Continue education sessions
Nov.-December 1980	Perform PHP# Begin classroom reinforcement visits
January-March 1981	Dental screenings and referrals Continue reinforcement visits Perform teacher survey for '81-82 program participation
April-June 1981	Program planning for 1981-82 Writing proposals, budgets, etc. Complete classroom reinforcement visits End of year evaluations

BUDGET AND SCHEDULE OF PAYMENTS

Upon receipt of items listed in the contract the County will reimburse the Provider according to the following schedule which serves to advance personnel costs on a quarterly basis, plus advance supplies costs the first quarter.

July 1, 1980 (i.e., as soon as contract operational)	\$11,613.75
October 1, 1980	7,316.75
January 1, 1981	7,316.75
April 1, 1981	<u>7,316.75</u>
TOTAL:	\$33,564.00

Yolo County School Dental Health Program3300 Children1800 K-31500 4-6 + Jr. High

Line Item	Rate & Computed Time	Other Donation	County Funds	State Funds	Total Budget
A. Personnel		(Salud)			
RDH Coord/educ.	200 days X \$100	2,500 (a)	15,300	2,200	20,000
Clerical/asst.	150 days X \$36		5,400	--	5,400
Emp. Benefits					
1.10% - Clerk			540	--	540
6.13% - RDH			1,092	135	1,227
		\$2,500	\$22,332	\$2,335	\$27,167
B. General Expenses			400	--	400
Office & misc.					
C. Expendable Supplies					
1. Tb, floss, etc.	(Salud)	500 (b)	497	1,450	2,447
2. NaF rinse	(CDS)	1,815 (c)	--	--	1,815
D. Printing & Dupl.			100	100	200
E. Communications					
1. Postage			50	50	100
2. Telephone			800	350	1,150
F. Travel	10,000 X 20¢		985	1,015	2,000
G. Equipment			--	--	--
(typewriter fr. Co.)					
H. Contractual Services			--	--	--
I. Data			--	--	--
J. Rent		250 (d)			250
K. Other		--	--	100	100

NOTES:

(a) From Salud Dental Program 1979-80	\$5,065	\$25,164	\$5,400	\$35,629
(b) Donation from Seroptomists to Salud Dental Program				
(c) Estimated value of supplies from California Dental Service				
(d) Value of office space donated by Washington Unified Schools				

BK
FILED

JUL 30 1980

PETER McNAMEE, Clerk
By Debra L. Kildand
DEPUTY

AGREEMENT NO. 80-236

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 22nd day of July, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and YOLO COUNTY DEPUTY SHERIFFS' ASSOCIATION (hereinafter referred to as "ASSOCIATION"),

WITNESSETH:

RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75 (Employer-Employee Relations Policy of the County of Yolo) and Resolution No. 78-167, the Board of Supervisors, by Minute Order Nos. 78-667, 78-668, and 79-06, designated ASSOCIATION as the recognized employee organization for a unit designated as the Sheriffs' Unit consisting of full time peace officers as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, excluding therefrom elected officials and employees in the classifications of Undersheriff, Captain, Lieutenant and Sergeant.

2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding wages, hours, and other terms and conditions of employment concerning the Sheriff's Unit pursuant to the provisions of the Meyers-Millas-Brown Act and said Resolution No. 72-75.

3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written Memorandum of Understanding which shall not be binding, to present to the Governing Body for determination pursuant to the provisions of Government Code Section 3505.1.

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1 AGREEMENTS:

2 1. Salary.

- 3 A. Effective July 13, 1980, COUNTY shall increase the salary for the
4 classification of Deputy Sheriff to Range 14.08 as set forth in the
5 Salary Resolution of the County of Yolo, Resolution No. 79-206.
- 6 B. Effective May 1, 1981, COUNTY shall increase the salary for the
7 classification of Deputy Sheriff to Range 14.22 as set forth in
8 Resolution No. 79-206.
- 9 C. COUNTY shall undertake all steps required of it to implement the 2%
10 at age 55 retirement program effective as of the first day of the
11 pay period commencing nearest to February 1, 1981.

12 2. Overtime.

- 13 A. All hours worked in excess of the standard work day (8 hours) or
14 alternate work day if the employee is on an alternate work week
15 schedule, or in excess of the standard work week (40 hours), shall
16 be compensated at the overtime rate of one-and-one-half ($1\frac{1}{2}$) times
17 the regular hourly rate of pay.
- 18 B. No employee shall accrue time off in excess of 120 hours.
- 19 C. All overtime hours worked in excess of the accrual maximum shall be
20 paid at one-and-one-half times ($1\frac{1}{2}$) the regular hourly rate of pay.
- 21 D. There is no time limit on the use of compensatory time off.
- 22 E. The Sheriff shall determine whether overtime is compensated by pay
23 or compensatory time off.

24 3. Vacation.

25 A. Entitlement.

- 26 (1) All regular full-time employees shall accrue vacation time

1 according to the schedule in subsection (b).

- 2 (2) Vacation time accrual shall be based on a bi-weekly pay period.
3 All hours worked in excess of eighty (80) hours in a pay period
4 shall be excluded for vacation accrual purposes.
5 (3) No employee shall be eligible to take accrued vacation during
6 the employee's first six (6) months of employment. Absence
7 without pay during an employee's first six (6) months of
8 employment shall cause the employee's eligibility date for
9 vacation time to be postponed the number of days equal to the
10 number of days of such absence. Such absences shall be
11 cumulative and the postponement of eligibility shall be based
12 on work days.
13 (4) After completion of six (6) months of employment, an employee
14 who is absent without pay for more than five (5) working days
15 in a month shall not earn vacation credit for that month.

16 B. Schedule.

17 Regular full-time employees shall accrue vacation time in accordance
18 with the following schedule:

19 After Length 20 of Service	Rate for Each Bi-Weekly Pay Period	Total Vacation in Working Days Per Year
21 Less than 3 years	3.08 hours	10
22 3 years	4.62 hours	15
11 years	4.93 hours	16
12 years	5.24 hours	17
23 13 years	5.54 hours	18
14 years	5.85 hours	19
24 15 years	6.16 hours	20
16 years	6.47 hours	21

25
26 // // //

1 C. Vacation Time Credited.

2 Vacation time shall be credited as of the end of each bi-weekly pay
3 period following the completion of six (6) months of employment.

4 D. Accumulation.

5 All regular employees shall be permitted to accumulate the unused
6 portion of vacation time to their credit; provided, however, they
7 shall not be permitted to accumulate credit for any vacation time in
8 excess of two-hundred-forty (240) hours. Whenever any employee has
9 accrued two-hundred-sixteen (216) hours of vacation credit, the
10 SHERIFF may schedule vacation for the employee so as the employee
11 will not lose any days of vacation.

12 E. Payoff.

13 Upon termination of employment, an employee shall be entitled to a
14 lump sum payment for any unused or accrued vacation time, as of the
15 date of termination.

16 F. Scheduling.

17 (1) Vacation time shall be taken upon approval of the department
18 head, or his designee.

19 (2) When an employee has submitted a written request for vacation
20 at least thirty (30) days in advance of the dates requested,
21 said request shall not be unreasonably denied.

22 4. Overtime/Holiday Requisition Slip.

23 An employee shall have forty-eight (48) hours, excluding vacation,
24 compensatory time off, sick leave, regular days off and all other excused
25 absences to submit an overtime requisition slip to the Sheriff's
26 Department.

1 5. Uniform and Cleaning Allowance.

2 A. Commencing July 1, 1980, COUNTY agrees to pay each member of the
3 bargaining unit \$35.00 per month for purchasing and maintaining
4 uniforms required by Department rule. Allowance is paid on a
5 quarterly basis by separate draft.

6 B. No uniform allowance will be paid when a deputy is on voluntary
7 leave without pay.

8 6. Medical/Dental Insurance.

9 COUNTY agrees to maintain the current health and dental plans. COUNTY
10 agrees to pay up to \$90.18 per month for health insurance coverage in an
11 approved plan providing hospital, medical and surgical benefits for
12 bargaining unit employees and enrolled dependents. COUNTY agrees to pay
13 up to \$27.62 per month for dental insurance coverage for bargaining unit
14 employees and enrolled dependents.

15 7. Stand-By Pay.

16 A. When an employee is assigned stand-by duty, the SHERIFF shall inform
17 the employee of the dates and hours of such assignment at least one
18 (1) week in advance, except in emergencies.

19 B. Should an employee be placed on stand-by call duty, such employee
20 shall be compensated for the time on call at the rate of fifty (50¢)
21 cents per hour for week days, seventy-five (75¢) cents per hour for
22 Saturdays, Sundays, or holidays, and for time worked as the result
23 of a call back to duty in accordance with the overtime provisions of
24 this chapter. In no instance shall a call back to duty be considered
25 as less than one hour for pay purposes. Payment for simultaneous
26 call back time and on-call time shall be prohibited. The assignment

1 of classifications, of employees to stand-by call duty shall be
2 approved by the Board of Supervisors. For the purposes of this
3 section, "stand-by call duty" shall mean time in excess of the
4 official work week during which an employee is required to return to
5 duty when called to do so.

6 C. Stand-by duty requires the employee so assigned:

- 7 (1) To be ready to respond immediately to calls for service;
8 (2) To be reachable by phone; or (only to the extent pagers are
9 provided by COUNTY) pager; provided, however, each employee
10 with a pager shall remain within communication range;
11 (3) To remain within a reasonable distance of the work location;
12 and
13 (4) To refrain from activities which might impair ability to
14 perform assigned duties.

15 8. Shift Differential.

- 16 A. Employees shall be paid an additional 30¢ per hour for all hours
17 worked between the hours of 5:00 P.M. and 7:00 A.M.
18 B. Shift differential pay shall not be included in the base rate when
19 computing overtime compensation.

20 9. Association Release Time.

21 The Association shall have 120 hours of release time per fiscal year for
22 the president and/or designated members to conduct association business.
23 Release time used by association from July 1, 1980, to the commencement
24 of the term of this agreement, shall be charged against the release time
25 to be allowed for fiscal year 1980-81.

26 // // // //

10. Bereavement Leave.

Bereavement Leave because of the death of a member of an employee's family shall be granted by the Department Head for a maximum of 5 days per instance, which shall be charged to accrued sick leave. For purposes of this section, an employee's family shall mean the employee's spouse, child, father, mother, brother, sister. Bereavement leave in the case of death of other persons may be granted only upon approval of the Director of Personnel Services.

11. Occupational Health/Employee Assistance.

A. COUNTY and ASSOCIATION recognize the need to establish an occupational health program to provide preventive medical care to deal constructively with the health of employees in relation to their work.

B. COUNTY and ASSOCIATION agree that the maintenance of employee's physical health is a basic component of satisfactory work performance; that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.

C. The physical requirements of jobs will be determined and job-related medical standards will be developed and implemented by the COUNTY. The standards so developed shall apply only to employees hired after adoption of this agreement. All new employees must take and successfully pass a pre-employment medical examination. All regular permanent employees are required to take and successfully pass a medical examination at least biannually. Regular permanent employees unable to pass successfully a job-related medical examination due to

1 medical conditions which are identified as medically correctable and
2 job-related will be allowed a reasonable period to correct such
3 condition.

4 D. Medical examinations shall be performed by a physician from a panel
5 designated by the COUNTY. Said panel shall consist of at least three
6 (3) physicians with expertise and experience in industrial medicine.
7 Medical examinations ordered by the COUNTY under this provision
8 shall be at no cost to the employee. Appointments for such
9 examinations shall be on COUNTY time.

10 E. If adverse action is proposed to be taken against an employee as a
11 result of said medical examination, employee has the right to obtain
12 a second examination by a physician of his/her choice selected from
13 the aforementioned panel at no cost to the employee. The report of
14 the second examination shall be considered prior to the COUNTY
15 proceeding with any adverse action.

16 F. COUNTY shall propose the composition of the panel and give notice to
17 ASSOCIATION; within two weeks after notice, the ASSOCIATION shall
18 have the right to reject any panel member at the time his/her name
19 is proposed. No physician shall be appointed to the panel who is
20 employed by or under contract to the COUNTY.

21 G. Uncorrected job-related medical conditions determined to be
22 incapacity for performance of duty as defined and governed by Title
23 2, Division 5, Part 3, Chapter 8, Article 3 of the Government Code,
24 commencing with Section 21020, shall be handled according to that
25 Article. The above referenced provisions of the Government Code
26 provide that the employer may determine disability and petition the

Public Employees' Retirement System, State of California, for a disability retirement. For this purpose, COUNTY will designate the examining physician and undertake the costs of medical examination.

- H. COUNTY favors development and administration of preventive health maintenance program activities to address job performance related occupational health problems such as disability retirement, worker's compensation, excessive absenteeism, alcoholism, drug abuse, employee counseling, job stress and psychological testing to determine suitability for law enforcement duties.

12. Probation Period.

- A. COUNTY and ASSOCIATION recognize the probationary period as an integral part of the examination process. The probationary period for persons employed in positions within the Sheriff's Unit shall be 12 months, dating from date of hire. The Sheriff may extend the probationary period of an employee for up to 2 extensions of three months' duration. A probationary employee experiencing work performance problems shall be assigned to supervision by a training officer. A probationary employee may be rejected at any time without hearing or right of appeal.
- B. In no event shall an employee who fails to complete the requisite P.O.S.T. academy training in a satisfactory manner be retained by the Sheriff's Department.

13. Grievance Procedure/Disciplinary Procedure.

The Grievance Procedure set forth in Article VIII and the Disciplinary Procedure set forth in Article IX of the Memorandum of Understanding between the parties hereto dated January 10, 1978, Yolo County Agreement

No. 78-7, shall remain in full force and effect during the term of this agreement.

14. No Strike/Lockout.

No lockout of employees shall be instituted by COUNTY during the term of this agreement; and ASSOCIATION agrees that, during the term of this agreement, it will not engage in any strike, work stoppage, or other concerted activity tending to disrupt COUNTY services.

15. Term.

The term of this Memorandum of Understanding shall commence on the date of adoption by the Board of Supervisors and shall continue to and including June 30, 1981.

16. Other Matters.

The parties agree that no agreement was reached on other matters discussed and COUNTY is not obligated to make any changes regarding such matters.

17. Severability.

If any provision of this agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restraining by any such tribunal, the remainder of this agreement shall not be affected thereby.

18. Integration.

It is agreed that the terms of conditions of memorandum of understanding itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of the memorandum of understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and

1 confer process or other discussions leading up to the memorandum of
2 understanding.

3 19. Waiver.

4 Except as provided herein, or as to other matters mutually agreed upon,
5 COUNTY shall not be required to meet and confer with respect to any
6 subject matter or matters pertaining to or covered by this agreement or
7 other matters within the scope of representation for the period
8 commencing July 1, 1980, and ending June 30, 1981; provided, however, if
9 any portion of this agreement is held invalid by operation of law or by
10 any tribunal of competent jurisdiction, COUNTY is authorized to take
11 immediate action to achieve compliance with law, and the COUNTY shall
12 provide ASSOCIATION with an opportunity to meet and confer with respect
13 to further action to accommodate the agreements contained herein to law.

14 20. The Board of Supervisors may amend its written policy and take such other
15 action by resolution or otherwise as may be necessary in order to give
16 full force and effect to the provisions of this memorandum of
17 understanding. The provisions of this agreement, except as provided
18 herein, shall supersede County ordinances and resolutions currently in
19 effect, for the term of this agreement, to the extent only that they are
20 inconsistent with the provisions of this agreement.

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26 // // // //

1 IN WITNESS WHEREOF, the parties have executed this memorandum of
2 understanding this 22nd day of July, 1980.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY Herbert W. Chandler
6 HERBERT W. CHANDLER
7 Designated Representative
8 of the Board of Supervisors

9 BY Tom Uram
10 TOM URAM
11 Designated Representative
12 of the Board of Supervisors

13 YOLO COUNTY DEPUTY SHERIFFS' ASSOCIATION

14 BY James L. Whitehead
15 JAMES L. WHITEHEAD
16 Designated Representative
17 of the Deputy Sheriffs' Association

18 BY Wentall Dufferell
19 WENTALL DUFFERELL
20 Designated Representative
21 of the Deputy Sheriffs' Association

22 BY Rick Mayoral
23 RICK MAYORAL
24 Designated Representative
25 of the Deputy Sheriffs' Association

26 BY Dave Trullillo
DAVE TRULLILLO
Designated Representative
of the Deputy Sheriffs' Association

27 Approved by final determination of the Board of Supervisors of the County
28 of Yolo, State of California, this 22nd day of July, 1980.

29 Thayne J. Thompson
30 CHAIRMAN OF THE BOARD OF SUPERVISORS
31 COUNTY OF YOLO, STATE OF CALIFORNIA

32 // // // //



FILED

JUL 31 1980

PETER McNAMEE Clerk
B. *Debra L. Kinsland*
DEPUTY

AGREEMENT NO. 80-237

(Memorandum of Understanding)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the County of Yolo, hereinafter referred to as the COUNTY, and the Yolo County Government Employees' Association, hereinafter referred to as the ASSOCIATION.

PREAMBLE

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the County and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

ARTICLE I

RECOGNITION

1.1 The County recognizes the Association as the exclusive bargaining agent for all County employees working in those classifications listed in Appendix A.

1.2 New Positions.

In June and December, and at other times as necessary, representatives of the County and Association shall meet for the purpose of assigning any newly created classifications to a bargaining unit. Such assignments shall be by mutual agreement. If the parties fail to agree, the issue shall be submitted to the Labor Relations Panel for determination.

1.3 County and Association agree to start meeting and conferring relative to a revision of employer-employee relations policy at the request of the Association but not before April 1, 1981.

ARTICLE II

ASSOCIATION SECURITY

2.1 Maintenance of Membership.

Each employee covered by this Memorandum of Understanding who, on the effective date of this Memorandum of Understanding, is a member of the Association, and each employee covered who voluntarily becomes a member after that date, shall maintain his/her membership in Association during the term of this Memorandum of Understanding.

2.1.1 Notwithstanding Section 2.1 above, members may withdraw from the Association during the 30 day period immediately preceding the expiration of this Memorandum of Understanding only by filing a written notice of withdrawal with the Association and the Auditor's Office.

2.2 Checkoff.

Association shall have the sole and exclusive right to have membership dues deducted by the County on payroll deduction for all employees covered by this Memorandum of Understanding and such deductions as to any employee covered shall not be permissible except to the exclusive representative.

2.2.1 County shall deduct Association dues and voluntary payroll deduction programs from employees' pay when they so request. County shall pay over to the Association or designated payee within 15 days all sums so deducted.

2.3 In the event an Association member requests termination of payroll dues deduction, County shall notify Association within 72 hours of such request.

2.4 Association shall indemnify and hold the County harmless from any and all claims, demands, and suits arising from maintenance of membership as provided herein.

ARTICLE III

DISCRIMINATION

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Association, provided however, such activity is conducted in accordance with this Memorandum of Understanding.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 Personnel Files.

4.1.1 County recognizes the employee's rights under State and Federal privacy laws to confidentiality of personnel files. County accepts responsibility for maintaining confidentiality and physical security of these files. Every County employee has the right to review his/her personnel file at reasonable intervals during the regular business hours of the County. Employees have the right to respond in writing or personally to any information in their files. Such response becomes a permanent part of the employee's personnel record.

4.1.2 The Personnel Services Agency shall maintain the official personnel file for each employee. A working personnel file also may be maintained within the employee's department.

4.1.3 Only job-related material shall be maintained in the personnel files. No entry shall be made into any personnel file unless it is

employee is provided with a copy of said entry.

4.1.4 Matters of a derogatory nature which have not in and of themselves provided the basis for disciplinary action within six (6) months from the date of entry shall not be used as a basis for any future disciplinary action by themselves. However, an accumulation of matters of a derogatory nature, some of which may exceed six (6) months, may lead to disciplinary action. The six month period shall be extended by the pendency of a criminal action involving that conduct.

4.2 Performance Evaluation.

4.2.1 Employees shall be evaluated in accordance with Yolo County Code Section 2-6.32 and administrative rules and regulations adopted by the County. County agrees to meet and confer relative to any substantive change in the manner by which employees are evaluated.

4.2.2 Evaluations shall include narrative remarks to support the overall rating.

4.2.3 Employees who receive ratings of overall less than satisfactory shall have included with their evaluations:

1. A clear statement of the problem, to include specific areas and any prior conference.
2. Suggested remedial action.
3. Suggested time frame for improvement.

4.2.4 Employees may respond in writing to an performance evaluation.

4.2.5 If an employee feels that a performance evaluation is an abuse of discretion, he/she may rebut in writing within ten (10) working days of receipt of the final evaluation the formal performance

evaluation of his/her immediate supervisor. The employee, at the same time, may submit a formal appeal of the evaluation to the department head, raising specific issues of disagreement. The department head shall respond and render a decision on the appeal, in writing, addressing the specific issues the employee raises within ten (10) days of receipt of the appeal. If the employee is not satisfied with the department head's response, he may attach a formal rebuttal to the department head's response, which shall be placed in the employee's personnel file.

4.2.6 An evaluation may be appealed to the Department Head for review if the employee receives an overall rating of less than satisfactory. The evaluation may be modified upon appeal only if it is unsupported by factual data and/or is arbitrary or capricious.

4.2.7 Outstanding performance shall be recognized as well as less than satisfactory performance.

4.3 Conflict of Interest and Disclosure Statements.

Each bargaining unit employee who is affected shall be furnished with a copy of the conflict of interest code adopted by the department in which the employee serves. The County shall see that the County Clerk maintains forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974 and conflict of interest codes adopted thereunder.

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ARTICLE V

ASSOCIATION RIGHTS

5.1 Employee Contact:

The Association Representative of the Yolo County Government Employees' Association shall have the right to contact individual employees working within the representation unit on matters of Association business. Contact may be made at the work site of the employee during normal business hours with prior approval of the employee's supervisor. Such approval shall not unreasonably be denied.

5.2 Meetings.

5.2.1 Any authorized representative of the Association shall be permitted to conduct employee meetings on matters within the scope of representation, in county facilities, before and after shifts and during meal periods providing that reasonable notice be given to the department head or designee in advance and facilities are reserved as set forth in Section 5.2.2.

5.2.2 The Association shall have use of County facilities for meetings of off duty employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility, on the same basis as other organizations.

5.3 Communications.

The Association shall have the right to reasonable use of space on County bulletin boards and the County mail system. The Association shall have use of the County telephone system to communicate with departmental employees provided that the Association pays all costs

of such use.

5.4 Release Time.

The Association shall have a cumulative total of 126 hours of release time off during the term of this Memorandum of Understanding without loss of pay or benefits to engage in Association business. Said 126 hours of release time may be used by one person or divided among any number of officers or designated Employee Representatives. In all cases of release time, the Association shall notify the employee's supervisor, in writing if possible, of the need for such release time and secure permission from the supervisor before leaving a work assignment. Such permission shall not be reasonably denied. If release time is granted, the employee shall provide a leave slip to the supervisor which will be forwarded to the personnel office for record keeping purposes.

5.5 Exclusive Rights.

County recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employer-employee relations subject to the employee's right of self-representation pursuant to Government Code Section 3503.

5.7 Grievance Processing.

Employee Representatives may investigate and process formal grievances filed by employees.

5.8 The Association Office shall be notified upon the arrival of a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision of

1 the County.

2 ARTICLE VI

3 MANAGEMENT RIGHTS

4 The County shall have the exclusive right to determine the merits,
5 necessity and organization of any service or activity of County government and
6 to determine all matters concerning the management or administration of County
7 government, subject to the provisions of this Memorandum of Understanding and
8 applicable law.

9 ARTICLE VII

10 HOURS AND OVERTIME

11 7.1 The standard work week for all employees covered by this Memorandum
12 of Understanding shall consist of forty (40) hours during seven
13 consecutive days. The pay period shall end at 12:00 midnight on each
14 second Saturday except for any department in which midnight falls
15 within a shift. The pay period for such departments shall end at the
16 beginning of the next shift after midnight. The payment of salaries
17 shall normally be made on the Friday following the end of the pay
18 period.

19 7.2 The standard work day for all employees covered by this Memorandum
20 of Understanding shall consist of eight (8) hours.

21 7.3 Scheduling.

22 7.3.1. The standard work week schedule shall consist of five (5) eight (8)
23 hour work days and two duty free days.

24 7.3.2 Alternative work schedules may be established by County Department
25 Heads with guidelines established by the County Administrative
26 Officer.

1 7.4 Meal Periods.

2 7.4.1 When working a shift scheduled to be six (6) or more hours, an
3 employee shall be granted a duty free, unpaid meal period of sixty
4 minutes at or near the midpoint of the shift, except in those
5 departments where scheduling requires a shorter period.

6 7.4.2 An employee may arrange to have a shorter meal period by obtaining
7 prior approval of the department head or designee.

8 7.4.3 After each four (4) hour segment of overtime worked, an employee
9 shall be granted a thirty (30) minute duty free, unpaid meal period.

10 7.5 Rest Periods.

11 7.5.1 In each four (4) hour segment of work, an employee shall be entitled
12 to a paid rest period of not less than 15 minutes.

13 7.5.2 Notwithstanding 7.5.1 above, when working a shift scheduled to be
14 six or less hours, an employee shall be granted at least one (1)
15 paid rest period.

16 7.5.3 After each two (2) hour segment of overtime, an employee shall be
17 granted a fifteen (15) minute paid rest period.

18 7.5.4 Rest periods shall be considered time worked.

19 7.5.5 Rest period time not taken shall not be accumulated.

20 7.6 Shift Differential.

21 7.6.1 Except as provided below, employees shall be paid an additional
22 \$0.40 per hour for all hours worked between 5 p.m. and 6 a.m.

23 7.6.2 Shift differential pay shall not be included in the base rate when
24 computing overtime compensation.

25 7.6.3 Employees shall not be entitled to shift differential pay for
26 overtime work.

1 7.6.4 Employees working alternative work schedules on a day shift shall
2 not be entitled to shift differential.

3 7.6.5 Shift differential shall be paid only for time worked. No employee
4 shall receive shift differential pay while on vacation, sick leave,
5 or as in lieu holiday pay.

6 7.6.6 Where an individual employee requests a change in hours on a day
7 shift, said employee may waive entitlement to shift differential as
8 part of such a request.

9 7.7 Overtime.

10 7.7.1 All hours worked in excess of the standard work day (8 hours) or
11 alternative work day if the employee is on an alternative work week
12 schedule, or in excess of the standard work week (40 hours), shall
13 be paid at the overtime rate of one and one-half (1 1/2) times the
14 regular hourly rate of pay.

15 7.7.2 All hours worked on an employee's regularly scheduled day off shall
16 be paid at the overtime rate provided the overtime was authorized in
17 advance by the supervisor, or the employee was directed to work
18 overtime.

19 Notwithstanding the above, a Department Head and employee may
20 mutually agree to change the employee's regularly scheduled days
21 off.

22 7.7.3 All hours worked on a County-observed holiday shall be paid at the
23 overtime rate.

24 7.7.4 In no event may an employee's work schedule be changed during the
25 same work week when the purpose of such change is to avoid payment
26 of overtime.

1 7.7.5 Overtime hours worked may be compensated with compensatory time off,
2 at a department head's discretion. Compensatory time off shall be
3 accumulated at the rate of one and one-half (1 1/2) times the number
4 of assigned overtime hours worked. No more than forty (40) hours of
5 compensatory time shall be accumulated. All overtime hours worked
6 after forty (40) hours of compensatory time have been accumulated
7 shall be compensated as paid overtime.

8 7.7.6 Compensatory time off shall be taken upon approval of the department
9 Head or designee.

10 7.7.7 Accrued compensatory time shall be paid when an employee leaves
11 County employment.

12 7.7.8 County shall notify employees of the need for overtime to be
13 performed as early in advance as possible.

14 7.7.9 Overtime shall be distributed as equitably as possible among
15 bargaining unit employees.

16 7.8 Call Back.

17 7.8.1 When an employee is called back to work after he/she has completed
18 an assigned shift and left the worksite, the employee shall be
19 credited with one and one-half (1 1/2) hours of work, plus any and
20 all time worked in excess of one and one-half (1 1/2) hours in which
21 the employee is continuously engaged in assigned work.

22 7.8.2 Call back time shall be paid at the overtime rate.

23 7.9 Standby Duty.

24 7.9.1 When an employee is assigned standby duty, the County shall inform
25 the employee of the dates and hours of such assignment at least one
26 (1) week in advance, except in unforeseen circumstances.

1 7.9.2 Employees on standby duty shall be paid at the rate of \$0.75 per
2 hour on regular work days and \$1.00 per hour on days off for the
3 entire period of such assignment, and such compensation shall be
4 paid not later than the subsequent pay period.

5 7.9.3 Standby duty requires the employee so assigned:

- 6 (a) To be ready to respond immediately to calls for service;
7 (b) To be reachable by telephone;
8 (c) To remain within a reasonable distance of the work location;
9 and;
10 (d) To refrain from activities which might impair ability to
11 perform assigned duties.

12 7.10 Flex-time Schedule.

13 Employees may request to establish flex-time schedules which may be
14 established by Department Heads after consideration of the needs of
15 the Department. Flex-time requests shall be evaluated on the basis
16 of the maintenance of County operations and services and shall not
17 be unreasonably denied.

18 ARTICLE VIII

19 OCCUPATIONAL HEALTH

20 8.1 County and Association agree that the maintenance of employee's
21 physical health is a basic component of satisfactory work
22 performance; that a program of medical examination and review of
23 physical condition as it relates to performance of assigned job
24 duties is appropriate.

25 8.2 The physical requirements of jobs will be determined and job-related
26 standards will be developed and implemented by the County. All new

regular employees must take and successfully pass a pre-employment medical examination. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical condition may be a detrimental factor to the employee or to others with whom the employee works. Regular permanent employees unable to successfully pass a job-related medical examination due to medical conditions which are identified as medically correctable and job-related will be allowed a reasonable period to correct such condition.

8.3 Medical examinations shall be performed by a physician from a panel designated by the County. Said panel shall consist of at least three (3) physicians with expertise and experience in industrial medicine. Medical examinations ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.

8.4 If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from the aforementioned panel at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding with any adverse action.

8.5 County shall propose the composition of the panel and the Association shall have the right to reject any panel member at the time his/her name is proposed.

8.6 Uncorrected job-related medical conditions determined to be

incapacity for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the California Government Code, commencing with Section 21020, shall be handled according to that section. The above referenced provisions of the Government Code provide that the employer may determine disability and petition the Public Employees' Retirement System, State of California, for a disability retirement. For this purpose, County will designate the examining physician and undertake the costs of medical examination.

ARTICLE IX

PAY AND ALLOWANCES

9.1 Salaries:

9.1.1 County and Association agree that the "General Basic Pay Plan" as set out in Section 103 of Salary Resolution Number 79-206 shall remain the same through June 30, 1981.

9.1.2 Salaries of all employees in the unit shall be increased by nine percent (9%) effective July 13, 1980.

9.1.3 Bonus: In consideration for the future services of employees involved during the term of this agreement and the agreements by Association made herein, County shall pay a bonus on or before August 15, 1980, in accordance with the following terms and conditions:

A. Service: It shall be paid only to regular employees (including limited term employees and provisional employees) in the bargaining unit who meet the criteria of Section 9.1.3. It shall not be paid to extra-help or temporary employees.

- 1 B. Qualifying Date: An employee must have been in paid County
2 service by July 13, 1980, or must have performed the employee's
3 first day of paid County service from July 13, 1980, to
4 July 31, 1980. An employee whose first day of paid service is
5 August 1, 1980, or after is not eligible for the bonus.
- 6 C. The salary for the position held by any full time employee or
7 the full time equivalent salary for the position held by any
8 part-time employee on July 12, 1980, was less than \$1,000.00
9 per month.
- 10 D. For full time employees who otherwise qualify the bonus is
11 \$200.00. For part-time employees who otherwise qualify, the
12 bonus is the proportion of \$200.00 that their weekly service
13 bears to full-time service.

14 9.2.3 All regular paychecks of employees in the bargaining unit shall be
15 itemized to show all mandatory and voluntary deductions, overtime,
16 holiday pay, additional wage premiums, sick leave and vacation
17 recorded as of date of issue.

18 9.3 Payroll Errors:

19 Any payroll error resulting in incorrect payment for an employee in
20 the bargaining unit shall be corrected no later than the work day
21 following receipt of the incorrect warrant by the department head or
22 Auditor's Office.

23 9.4 Payroll Adjustments:

24 Any payroll adjustments due an employee in the bargaining unit as a
25 result of working out of class, recomputation of hours or other
26 reasons other than procedural errors shall be payable and included

in accordance with the payroll cutoff date.

9.5 Lost Paychecks:

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced the workday following employee's demand of the Auditor's Office for replacement of the check.

9.6 Salary on Status Change:

9.6.1 Salary on Transfer:

Any employee who is transferred from one position to another in the same salary range shall be compensated at the same step in the salary range as previously received. The employee's salary anniversary date for further merit step advancement shall not change. A transfer does not change the employee's accrued hours of compensatory time, vacation, sick leave, or floating holiday.

9.6.2 Salary on Title Change:

Any employee whose title has been changed to a title having the same salary range shall be compensated at the same step in the salary range. The employee's salary anniversary date for further merit step advancement shall not change.

9.6.3 Salary on Promotion:

Any employee who is promoted to a position having a higher salary range than the position formerly occupied shall receive the minimum step in the new range which provides for no less than a 5% increase rounded to the nearest dollar. This change shall take effect as of the date the appointment becomes effective. Any employee who is

1 eligible for a merit step advancement in his present salary range
2 shall receive such advancement first if recommended by the
3 Department Head. The employee shall receive a new salary anniversary
4 date upon appointment. Any employee who is promoted permanently to a
5 position he is holding as a provisional employee shall be appointed
6 as of the date of the provisional appointment.

7 9.6.4 Salary on Reclassification:

8 The salary of an employee in a position which has been reclassified
9 shall be determined as provided for elsewhere in this Memorandum of
10 Understanding.

11 9.6.5 Salary of Provisional Employees:

12 Any regular employee who is appointed as a provisional employee to a
13 position having a higher salary range shall receive the minimum step
14 in the new range which provides for no less than a 5% increase in
15 compensation rounded to the nearest dollar. If the employee is
16 eligible for a merit step advancement on the same day as the
17 provisional appointment begins, the merit step shall be granted
18 first if recommended by the Department Head. While a provisional
19 employee, the employee shall not receive a new anniversary date.
20 Upon permanent appointment to the position, the employee will
21 receive a new salary anniversary date beginning from the first of
22 the month following the date the provisional appointment was made.
23 Provisional appointees will be eligible to receive a merit step
24 advancement after six months of continuous full-time service in the
25 position, if appointed on the "A" step.

26 9.6.6 Salary on Demotion:

1 When an employee is demoted to a position having a lower salary
2 range than the position from which he was demoted, the salary of the
3 employee shall be designated as a Y-rate, and shall not change
4 during continuous service until the salary of the new position
5 exceeds the employee's present salary.

6 The provisions of this section shall not apply to demotions which
7 are a result of disciplinary action, voluntary demotion, and/or
8 layoff.

9 9.6.7 Salary on Range Change:

10 Any employee who receives a range change to a higher salary range
11 shall advance to the step in the new range corresponding to the step
12 in the prior range. Any employee who is eligible for a merit step
13 advancement in his present range shall receive such advancement
14 first, if recommended by the department head and then shall be
15 advanced in accordance with this section. The employee's salary
16 anniversary date for further merit step advancement shall not
17 change.

18 9.6.8 Additional Compensation for Working Out of Class:

19 Employees may be assigned to work out of class. Any regular employee
20 who is assigned to a position having a higher salary range shall
21 receive the minimum step in the new range which provides for no less
22 than a 5% increase in compensation rounded to the nearest dollar.
23 Compensation at the higher rate shall not commence until the
24 employee has been assigned to and performed the duties of the higher
25 classification for five (5) working days. No employee shall be
26 assigned such additional duties for more than three (3) months.

9.7 Mileage:

Any employee in the bargaining unit shall be entitled to reimbursement for each mile traveled on County business in the employee's private vehicle. Reimbursement will be made in accordance with the Board of Supervisor's Resolution Number 79-92 adopted June 12, 1979.

The mileage rate shall be determined quarterly by the Board of Supervisors based upon the mean price of unleaded gasoline established as provided below. The mileage rate shall be set in accordance with the following table:

<u>Mean Price</u>	<u>Reimbursement Rate</u>
\$0.71/gallon or less	\$0.17 per mile
\$0.72 - \$0.85/gallon	\$0.18 per mile
\$0.86 - \$0.99/gallon	\$0.19 per mile
\$1.00 - \$1.13/gallon	\$0.20 per mile
\$1.14 - \$1.27/gallon	\$0.21 per mile
\$1.28 - \$1.41/gallon	\$0.22 per mile
\$1.42 - \$1.55/gallon	\$0.23 per mile
\$1.56 - \$1.69/gallon	\$0.24 per mile
\$1.70 - \$1.83/gallon	\$0.25 per mile
\$1.84 - \$1.97/gallon	\$0.26 per mile

The mean price of unleaded gasoline shall be determined in the following manner:

- (a) The Director of Personnel shall cause to be selected randomly a sample of five (5) major brand retail outlets from a list of such retailers operating within the boundaries of Yolo County.
- (b) On the first, tenth, and twentieth days of September, December, March, and June the pump price of unleaded regular gasoline at each sampling location will be recorded by the County. Both "self-serve" and "full-serve" prices will be recorded where

1 available.

2 (c) A mean price will then be determined from the total number of
3 recorded prices. The mean will be rounded to the nearest one
4 cent.

5 (d) The mean price thus determined will be used to set the
6 reimbursement rate for the next calendar quarter.

7 The Board of Supervisors under this procedure shall not
8 establish a mileage rate in excess of \$0.26 per mile.

9 If the mean price per gallon for unleaded gasoline determined for
10 any calendar quarter exceeds \$1.97, the County agrees to meet and
11 confer with the Association, if requested, to make appropriate
12 changes in the reimbursement rate.

13 9.8 Meals:

14 9.8.1 Employees in the bargaining unit shall be entitled to reimbursement
15 for necessary meal expense incurred while on official County
16 business approved by the Department Head or his designee.

17 9.8.3 Within seven (7) working days of submission of a claim to the
18 Department Head, a warrant will be issued to the employee.

19 9.8.4 Meal reimbursement will be at the following rates without having to
20 submit a receipt:

Breakfast	\$3.50
Lunch	5.00
Dinner	<u>8.50</u>

23 Full Day \$17.00

24 In addition to the above schedule, tips not to exceed 10% of cost of
25 meals will be paid.

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1 9.9 Lodging:

2 9.9.1 Employees in the bargaining unit shall be entitled to reimbursement
3 for lodging while out of County on official County business, up to
4 \$35.00 per night plus taxes and surcharges, if any.

5 9.9.3 Within seven (7) working days of submission of a claim to the
6 Department Head, a warrant will be issued to the employee.

7 9.11 Bilingual Pay:

8 County agrees to maintain the current Bilingual Pay Plan and
9 compensation rates during the term of this Memorandum of Understand-
10 ing.

11 9.12 Longevity Pay:

12 9.12.1 Employees in the bargaining unit shall be eligible for advancement
13 to the F step of their salary range on their salary anniversary date
14 after five (5) years continuous service rendered on the E step in
15 the classification, provided the last annual performance evaluation
16 was overall satisfactory or above.

17 9.12.2 Bargaining unit employees shall be eligible for advancement to the G
18 step of their salary range on their salary anniversary date after
19 five (5) years continuous service rendered on the F step in that
20 classification, provided the last annual performance evaluation was
21 overall satisfactory or above.

22 9.12.3 Employees hired subsequent to the effective date of this Memorandum
23 of Understanding shall not be eligible for longevity pay. This
24 provision shall apply to reinstatements, but not to employees on
25 approved leave status or reinstatments as the result of a layoff.

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ARTICLE X

EMPLOYEE EXPENSES AND MATERIALS

10.1 Uniforms:

The County shall furnish and maintain uniforms or clothing required by the County to be worn or used by bargaining unit employees.

10.1.1 Notwithstanding 10.1 above, the County, at its option, may provide a clothing allowance sufficient to cover the cost of County required uniforms or clothing in lieu of providing uniforms or clothing.

10.2 Tools:

10.2.1 The County agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

10.2.2 Notwithstanding 10.2.1, in trades where the tools or equipment are normally owned by the employee, the County may require that the employee furnish his own hand tools. In such event, the County will provide a safe place for the storage of said tools.

10.2.3 The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.

10.3 Replacement:

The County shall fully compensate all bargaining unit employees for tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County.

10.3.1 Replacement costs shall not exceed \$500 for any one occurrence per employee.

10.4 If any employee in the bargaining unit is required by the County or

State law to use any equipment or gear to insure the safety of the employee or others, the County agrees to furnish such equipment or gear.

10.6 Legal Defense:

Whenever any civil or criminal action is brought against an employee for any action or omission within the scope of his/her employment, the County may be required by State Law to defend such action, including costs of counsel and of appeals, if any, pursuant to Government Code Sections 825, 825.2, 825.4, 825.6, 995, 995.2, 995.4, 995.6, 995.8, 996, 996.4 and 996.6, which are reproduced and attached hereto as Appendix B. The provisions of this Section shall not be subject to grievances pursuant to Article XXIII of this Memorandum of Understanding.

10.7 Driver's Licenses:

County agrees that all employees required to maintain a Class I or II driver's license in order to perform their responsibilities for the County shall be granted adequate time off without loss of pay to maintain such license upon renewal. The County further agrees to provide medical examinations as required for Class I or II renewals.

ARTICLE XI

HEALTH AND WELFARE BENEFITS

11.1 The County agrees to pay up to \$120.00 per month for health and dental insurance coverage for bargaining unit employees and enrolled dependents as stated in this section, commencing July 13, 1980.

11.1.1 Dental Coverage for employee only at \$7.42 per month.

11.1.2 Up to \$112.58 per month for health insurance in an approved plan

1 providing hospital, medical, and surgical benefits.

2 Approved plans are:

3 A. Kaiser "S" Plan

4 B. United Healthcare Option Plan

5 C. United Healthcare Prepaid Plan

6 D. Foundation Health Plan

7 11.1.3 If the dental insurance premium as set forth in 11.1.1 above is
8 increased during the term of this Memorandum of Understanding, the
9 maximum amount paid by the County for health insurance shall
10 decrease by the same amount.

11 11.1.4 Extra help employees shall not be entitled to receive health and
12 welfare benefits.

13 11.1.5 The parties agree, during the term of this agreement, to discuss
14 possible changes in dental insurance coverage including the benefit
15 levels, premiums, and carrier.

16 ARTICLE XII

17 RETIREMENT, SOCIAL SECURITY, DISABILITY

18 12.1 Retirement:

19 County agrees to maintain the existing contract with the Public
20 Employees' Retirement System for members of the bargaining unit.

21 ARTICLE XIII

22 HOLIDAYS

23 13.1 A. All bargaining unit employees shall be entitled to the
24 following holidays with pay:

25 1. July 4 - Independence Day

26 2. Labor Day

3. Veterans Day (November 11)
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Washington's Birthday
9. Memorial Day

All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving, or holiday.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

B. Floating Holiday:

1. Three (3) work days per fiscal year shall be deemed Floating Holidays which may be taken off as full days at any time during the year with the approval of the department head.

A Floating Holiday shall be taken during the fiscal year and shall not accrue.

Upon termination, an unused Floating Holiday shall be paid at a straight time rate.

- 13.1.2 Employees whose regularly scheduled days off fall on any County observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their regular rate of pay. Employee

1 shall be entitled to take such equivalent time off in conjunction
2 with regular days off.

3 13.1.3 A. Regular part-time employees shall be entitled to holidays as
4 listed in Subsection A 1 through 9 of Section 13.1, providing
5 they are scheduled to work those days.

6 B. Where a holiday falls on the regularly scheduled days off of a
7 regular part-time employee, the regular part-time employee
8 shall be entitled to equivalent time off or pay in lieu of
9 equivalent time off at his/her regular rate of pay as set forth
10 in Section 13.1.2 above, except that such time off or pay shall
11 be based on the ratio that the regular part-time employee's
12 regular hours bears to a regular full time work week.

13 C. Regular part-time employees shall be entitled to each floating
14 holiday in direct proportion as their regular work week bears
15 to regular full time employment.

16 13.1.4 A. Employees on an alternative work week schedule shall be
17 entitled to eight (8) holiday hours for each of the
18 above-listed holidays. They may choose to take any remaining
19 hours which they would regularly work on such holiday on
20 compensatory time, vacation, or dock. If feasible, the
21 department head may allow such employees to work back such
22 hours on an hour-for-hour basis during the same pay period.

23 B. An alternative work week employee whose regularly scheduled day
24 off falls on a holiday as set forth in Section 13.1.2 above,
25 shall be entitled to eight (8) hours off or eight (8) hours
26 pay.

1 13.1.5 Employees who are on leave of absence without pay shall not be
2 entitled to holidays or holiday pay for holidays during such leave.

3 ARTICLE XIV

4 VACATION

5 14.1 Entitlement:

6 14.1.1 All regular full-time employees in the bargaining unit shall be
7 entitled to paid vacation of forty (40) hours after thirteen (13)
8 consecutive bi-weekly periods of employment. Thereafter, each
9 employee shall accrue vacation time according to the schedule in
10 14.2.

11 14.1.2 Vacation time accrual shall be based on a forty (40) hour work week.
12 All hours worked in excess of forty (40) hours in a week shall be
13 excluded for vacation accrual purposes.

14 14.1.3 Regular part-time employees in the bargaining unit shall accrue
15 vacation in direct proportion as such part-time work bears to
16 full-time work; provided, however, a part-time employee who works
17 less than twenty (20) hours per week shall not be eligible for
18 vacation.

19 14.1.4 Absence without pay during an employee's first thirteen (13)
20 bi-weekly periods of employment shall cause his eligibility date for
21 vacation time to be postponed the number of days equal to the number
22 of days of such absence. Such absences shall be cumulative and the
23 postponement of eligibility shall be based on work days.

24 14.1.5 After completion of thirteen (13) bi-weekly periods of employment,
25 an employee who is absent without pay for more than 18.5 hours in a
26 bi-weekly pay period shall not earn vacation credit for that month.

1 14.2 Schedule:

2 After 13 bi-weekly periods - 3.08 hours per bi-weekly period.

3 After 3 years - 4.62 hours per bi-weekly period.

4 After 11 years - 4.93 hours per bi-weekly period.

5 After 12 years - 5.24 hours per bi-weekly period.

6 After 13 years - 5.54 hours per bi-weekly period.

7 After 14 years - 5.85 hours per bi-weekly period.

8 After 15 years - 6.16 hours per bi-weekly period.

9 After 16 years - 6.47 hours per bi-weekly period.

10 14.3 Vacation Time Credited:

11 Vacation time shall be credited as of the end of each bi-weekly pay
12 period.

13 14.4 Accumulation:

14 14.4.1 All regular employees shall be permitted to accumulate the unused
15 portion of vacation time to their credit; provided, however, they
16 shall not be permitted to accumulate credit for any vacation time in
17 excess of two hundred forty (240) hours. Whenever any employee in
18 the General Unit has accrued two hundred sixteen (216) hours of
19 vacation credit, the County shall schedule vacation for the employee
20 so the employee will not lose any days of vacation.

21 14.4.2 If an extra-help, provisional, or limited term employee is appointed
22 to a regular position without a break in employment, the length of
23 service in such status shall be recognized in the computation of
24 vacation accrual. For purposes of this section only, a break in
25 employment means a break in excess of three (3) normal working days
26 and the continuity of time such an employee is authorized to be

employed by the County. Amount of vacation credited shall be determined by the number of hours actually worked in direct proportion to the number of hours in a pay period.

14.5 Payoff:

Upon termination of employment, and after thirteen (13) pay periods of employment, an employee shall be entitled to a lump sum payment for any unused or accrued vacation time, as of the date of termination.

14.6 Scheduling:

14.6.1 Vacation leave shall be taken upon approval of the department head, or his designee.

14.6.2 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the dates requested, said request shall not be unreasonably denied.

ARTICLE XV

LEAVES

15.1 Sick Leave:

15.1.1 A. All regular full time bargaining unit employees shall accrue 3.70 hours of sick leave with pay for each bi-weekly pay period of County service. Sick leave accrual shall be based on a eighty (80) hour bi-weekly pay period. All hours worked in excess of eighty (80) hours in a bi-weekly pay period shall be excluded for sick leave accrual purposes.

B. Regular part-time bargaining unit employees shall accrue sick leave in direct proportion as such part-time service bears to regular full-time service; provided, however, a regular

- 1 part-time employee who works less than one-half time shall not
2 be eligible for sick leave benefits.
- 3 C. An employee who is absent without pay more than 18.5 working
4 days in any bi-weekly pay period shall not earn sick leave for
5 that bi-weekly pay period.
- 6 15.1.2 All unused sick leave may be carried forward into each ensuing year.
- 7 15.1.3 Sick leave shall be credited as of the first of each month following
8 the completion of one month of employment.
- 9 15.1.4 A. Pay for any day of sick leave absence shall be the same as the
10 pay which would have been received had the employee worked the
11 scheduled shift on the day of illness. Shift differential shall
12 not be paid when an employee is on sick leave.
- 13 B. When the employee returns to work, he/she must sign an absence
14 request form and have it approved by the department head.
15 Otherwise, the employee may be docked for the time absent.
- 16 C. All employees shall submit evidence in the form of a
17 physician's certificate if such absence exceeds four consecu-
18 tive shifts.
- 19 D. County and Association, recognizing a potential for abuse of
20 sick leave, agree that the County may employ reasonable means
21 to determine the validity of any sick leave use, and further
22 agree that such means shall not be used to harass or intimidate
23 employees or discourage appropriate use of sick leave.
- 24 15.1.5 Sick leave may be applied to:
- 25 A. An absence necessitated by employee's personal illness, injury,
26 or illness due to pregnancy.

- 1 B. Medical and dental office appointments provided the employee
2 notifies the Department Head or his designee one day in advance
3 of the appointment, with the exception of emergencies.
- 4 C. Absence due to exposure to a contagious disease where
5 quarantine is imposed by health authorities or when it is
6 determined by a physician designated by the County that the
7 presence of the employee on duty would endanger the health of
8 others.
- 9 D. Up to forty (40) hours in a fiscal year of leave with pay shall
10 be granted by the department head to an employee who must care
11 for an ill spouse, child, or other member of his/her household.
12 Such leave shall be charged against accumulated sick leave.
- 13 E. Illness while on paid vacation may be charged to sick leave
14 instead of vacation under the following conditions:
- 15 1. The illness or injury of the employee was of a nature that
16 would preclude the effective use of vacation and would
17 prevent the employee from performing his/her normal
18 duties.
- 19 2. The employee must notify his/her supervisor prior to
20 his/her scheduled return to work, if circumstances allow
21 it, in order to request that his/her vacation time be
22 converted to sick leave and shall provide evidence in the
23 form of a physician's certificate.
- 24 F. At the discretion of the department head, the employee may be
25 allowed to work back a sick leave absence of less than four (4)
26 hours within the same pay period. Hours worked pursuant to this

1 section shall not be subject to the overtime provisions of this
2 Memorandum of Understanding.

3 15.1.6 Industrial Accidents:

4 A. In cases where Worker's Compensation is not immediately
5 payable, County will provide full pay, without charge against
6 sick leave, during the first five (5) full working days off
7 work, following an industrial accident, provided that County
8 determines that:

- 9 (a) The accident is, in fact, work related;
10 (b) Time off work is warranted;
11 (c) The duration of the time off work is warranted.

12 B. In all other cases, accumulated sick leave shall be applied to
13 time off work following an industrial accident in a propor-
14 tionate amount which, when added to Worker's Compensation
15 benefits, provides total compensation equal to the employee's
16 wage or salary. Upon exhaustion of accumulated sick leave,
17 accrued compensatory time, vacation time and holidays shall be
18 applied in the same manner.

19 C. The percentage of a full day's pay which the County adds to the
20 amount received as worker's compensation pay to provide the
21 employee with full pay shall be the percentage of a day's sick
22 leave charged against the employee's accrued sick leave,
23 compensatory time, vacation and holidays.

24 D. In cases where an industrial accident victim exhausts all
25 accrued sick leave, forty (40) additional hours of sick leave
26 will be credited to the employee upon the employee's return to
work.

E. The County has the right to require that the treatment of

work-related injuries or illnesses be provided by a County-designated physician in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, designated in advance as provided by law.

F. An employee who has been injured on the job and is receiving worker's compensation shall be treated the same as any other employee on the payroll, thus, he/she will continue to earn sick leave, vacation, and holidays.

G. When the employee has exhausted his/her State Compensation payments, vacation, and/or sick leave, the employee may request a leave of absence without pay. If no such request is made in writing before the expiration of State Compensation, vacation, and/or sick leave, the employment of the employee shall be terminated. This termination may be rescinded at the discretion of the County. No sick leave, holidays or vacation shall accrue to the employee during the absence without pay granted pursuant to this paragraph.

H. An employee who is injured on the job shall, within 24 hours, report on prescribed forms such injury to his/her immediate supervisor.

15.1.7 Sick Leave Payoff:

A. Each employee shall be paid one-half of the value of his accumulated sick leave in excess of 240 hours upon his retirement, layoff, or death based upon his salary at the time of termination.

1 B. All other rights to sick leave with pay of an employee shall be
2 cancelled upon his/her separation from the County. However, if
3 an employee is laid off and is reinstated or reemployed within
4 six (6) months from the date of layoff, he/she shall be
5 credited with sick leave equal to the amount of sick leave
6 which he/she has earned prior to his/her separation and for
7 which he/she has not been paid.

8 C. In lieu of sickleave payoff, at the employee's option, he/she
9 may choose to have that amount of money due credited to medi-
10 cal/dental insurance premiums. This option may be changed to
11 cash payoff at any time by the employee or his/her estate.

12 D. Employees receiving a sick leave payoff in accordance with the
13 above sections, may, if reinstated within six (6) months, repay
14 the full amount of sick leave payoff received and have his/her
15 former sick leave balance restored. The repayment in full must
16 be made prior to the reinstatement.

17 15.2 Compassionate Leave:

18 15.2.1 Compassionate leave because of the death of a member of an
19 employee's family shall be granted by the department head for a
20 maximum of forty (40) hours per instance, which shall be charged to
21 accrued sick leave. For purposes of this section, an employee's
22 family shall mean employee's spouse, child, father, mother, brother,
23 sister.

24 Compassionate leave in the case of death of other persons may be
25 granted only upon approval of the Director of Personnel Services.

26 15.3 Maternity Leave:

1 15.3.1 A pregnant employee shall furnish her department head, no later than
2 the fourth month of pregnancy, a statement from the attending
3 physician which indicates the anticipated date of delivery and the
4 opinion of the physician as to her ability to perform her normal
5 work assignment.

6 15.3.2 A pregnant employee shall be permitted to work as long as, and
7 return to work when, she is able to safely perform the duties of her
8 position as recommended by her attending physician.

9 15.3.3 A pregnant employee is entitled to a maternity leave of up to six
10 (6) weeks, the dates of which shall be mutually agreed by the
11 employee and the department head. Such an employee shall take
12 accrued vacation or compensatory time or sick leave, where
13 applicable, during maternity leave. Where an employee exhausts paid
14 vacation, compensatory time and sick leave, she will be granted
15 unpaid leave.

16 15.3.4 Maternity leave beyond six (6) weeks shall be granted to an employee
17 whose disability continues because of pregnancy, childbirth, or
18 related medical condition for not to exceed an aggregate of four (4)
19 months. Any request for such additional maternity leave must be
20 accompanied by a letter from the employee's attending physician
21 certifying that the employee is so disabled for the specified
22 reasons.

23 15.3.5 An employee granted leave under this section shall, where possible,
24 be returned to the same classification and department, geographical
25 location and shift.

26 15.3.6 Paternity Leave:

Male employees shall be permitted up to two (2) shifts of sick leave for the purpose of caring for a mother who is about to or has given birth to his child, such leave to be within three (3) days of birth.

15.4 Military Leave:

The County shall grant Military Leave in accordance with the California Military and Veterans Code.

15.5 Jury Duty:

15.5.1 The County encourages employees to participate in their civic responsibility such as jury duty. If an employee receives a jury duty questionnaire or interview request, he/she shall advise his/her supervisor who will assess the effect of the absence on the department's workload and goals. If the supervisor determines that the absence would have an adverse effect on the department, this fact will be documented. Court officials may then be requested by the County to grant a deferral of jury duty until the absence would be more favorable to the department.

15.5.2 A regular employee summoned for attendance to any court for jury duty or called as a witness or defendant in any matter arising out of or in the course of his County employment shall be deemed to be on duty and shall be entitled to his/her regular pay, provided he/she deposits the fees for such service, exclusive of mileage, with the County Treasurer. A regular employee who appears in court as a party or witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or compensatory time for this purpose.

15.5.3 In the event a night shift worker is called to court under Section

1 15.5.2 above, the following shall apply:

2 A. Swing or P.M. shift shall have released time the day of court
3 attendance; time spent in court shall be deducted from the
4 regular shift on that day with no loss of pay or benefits.

5 B. Night or graveyard shall have released time on the shift
6 following court attendance and that employee shall suffer no
7 loss of pay or benefits.

8 15.6 Benefits:

9 No absence under any paid leave provision of this Memorandum of
10 Understanding shall be considered as a break in service for any
11 employee who is in paid status, and all benefits accruing under the
12 provisions of this Memorandum of Understanding shall continue to
13 accrue during such absence.

14 15.7 Leave of Absence Without Pay:

15 15.7.1 Any regular employee may be granted a leave of absence without pay
16 upon the recommendation of his/her department head and approval by
17 the County.

18 15.7.3 An employee on leave of absence without pay can make arrangements
19 for continued medical and dental insurance premium payments, but the
20 employee will be required to pay both the County's and the
21 employee's contribution.

22 15.7.4 Request for leave of absence without pay shall be made in writing to
23 the department head and shall state specifically the reason for the
24 request, the date the desired leave is to begin, and the probable
25 date of return. The department head shall respond within ten (10)
26 days, recommending either granting or denying the request. If

- 1 recommending denial, the department head shall state in writing the
2 reasons for denial.
- 3 15.7.5 If the requested leave of absence without pay is for illness or
4 disability, a medical statement covering diagnosis, prognosis, and
5 expected date of return to duty shall be submitted with the request.
- 6 15.7.6 A leave of absence without pay may be for a period not to exceed one
7 (1) year.
- 8 15.7.7 Extensions of leave approved for less than one year may be granted
9 upon the recommendation of the department head and approval by the
10 County. If denial is recommended, the department head shall state in
11 writing the reasons for recommending denial within ten (10) days of
12 the request. If an employee wishes to return to work early from a
13 leave of absence, he/she shall provide reasonable advance notice to
14 the department head and the Personnel Services Agency.
- 15 15.7.8 Failure to return to work at the expiration of a leave of absence
16 shall be considered abandonment of position and a resignation. Such
17 a resignation may be rescinded at the discretion of the County.
- 18 15.7.9 A vacancy resulting from an approved leave of absence may be filled
19 by extra-help personnel or provisional appointment upon the approval
20 of the County.
- 21 15.7.10 A leave of absence without pay shall not be granted until accrued
22 vacation time and compensatory time is exhausted and, in the case of
23 illness or disability, until cumulative sick leave is exhausted, as
24 well.
- 25 15.7.11 An employee on leave of absence without pay for more than forty (40)
26 hours shall not be entitled to holidays or holiday pay for holidays

- 1 during such leave. An employee on leave of absence without pay for
2 more than forty (40) hours in any calendar month shall not earn
3 vacation or sick leave.
- 4 15.7.12 An employee who is absent without leave shall not be paid for the
5 period of absence. Absence without leave of more than forty (40)
6 hours shall be considered abandonment of his/her position and a
7 resignation.
- 8 15.8 Continuing Education Leave:
- 9 15.8.1 All permanent regular employees may be permitted up to forty (40)
10 hours per year of paid leave of absence to attend any formal
11 training or education program designed to enhance an employee's job
12 performance. These shall include, but not be limited to,
13 professional affiliation conferences, workshops, and meetings.
- 14 15.8.2 An employee requesting continuing education leave must submit
15 his/her request in writing to the County prior to the date being
16 requested. The County shall inform the employee in writing within
17 fifteen (15) working days whether the request has been approved or
18 denied. If denied, the reasons for denial shall be included.
- 19 15.8.3 Upon completion of a continuing education course and following
20 submission by the employee of proof of satisfactory completion, the
21 County shall approve payment of the full cost of course required
22 books and tuition up to a maximum of \$100 per fiscal year.
- 23 15.8.4 Employees shall be granted paid leave for all time spent in State
24 mandated training required to maintain an employee's license and/or
25 certificates with approval of the County. If such training occurs
26 outside of normal working hours, employees shall be allowed

equivalent time off on an hour for hour basis.

ARTICLE XVI

EXTRA HELP, LIMITED TERM, PROVISIONAL EMPLOYEES

16.1 An extra help employee shall mean a person employed to work in a position which is intended to be occupied on less than a year round basis, including, but not limited to, the following:

to cover seasonal peak workloads, extra workloads of limited duration, short term temporary absences of employees regularly assigned to a position, and other situations involving a fluctuating staff.

Ordinarily, an extra help employee will not be authorized for a period exceeding three (3) months of continuous services. In extraordinary circumstances, and at the discretion of the County, an extra help employee may be authorized for a period of up to six (6) months of continuous service.

16.1.1 In no event shall extra help personnel be authorized for a period exceeding six (6) months.

16.1.2 Extra help employees shall be paid at the applicable hourly rate for the classification in which they are employed.

16.1.3 After three (3) months of continuous service, extra help employees employed on a full-time basis shall be entitled to the same sick leave benefits and holidays as are regular full-time employees. To be eligible for a paid holiday, an extra help employee must have been in a paid status on the last assigned shift immediately preceding the holiday.

16.1.4 Extra help employees employed at least half time or more per pay

period shall be entitled to benefits as described in Section 16.1.3 above, in direct proportion as such part-time work bears to full-time work in that pay period after three months of continuous service.

16.1.5 Service time as an extra help employee shall be recognized in the computation of service time for advancement in salary, sick leave and vacation credit provided that the employee is appointed to a regular or provisional full- or part-time position without a break in service.

16.1.6 A health examination shall be required for all persons hired as extra help, if hired for ninety (90) or more calendar days. County may require a physical examination prior to hiring of any extra help employee.

16.1.7 For all purposes of eligibility for holidays and sick leave and for standing to use the grievance procedure, an extra help employee must have served in a position which involves a regular schedule of 20 hours or more per week or five days per week for a period of at least three months. Any week in which an extra help employee is not scheduled for the minimum regular hours or five days shall require the commencement of a new three month period. County shall not fail to schedule an extra help employee for the minimum time for the purpose of circumventing an extra help employee's right to benefits.

16.1.8 In the absence of appropriate eligible lists, extra-help appointments must be from among persons meeting the minimum training and experience qualifications for the classification.

16.2 Limited Term Employees:

Limited term employee shall mean a person employed in a position for which the County has no anticipated long range funding, or has uncertain funding.

16.2.1 When funding ceases for a limited term position, or when the position is no longer necessary, the limited term position shall be abolished and the incumbent removed from the payroll except as provided in Section 16.2.2.

16.2.2 Regular employees who transfer, promote, or reduce to limited term positions at the direction of the department head shall retain their former status and retain layoff benefits of their former position. The department head shall make such an order in writing prior to the date of transfer or promotion.

16.2.3 All limited term employees shall be subject to the same hiring standards and shall earn all benefits which accrue to regular employees.

16.2.4 Limited term appointments shall be^a for a maximum of one year, with the exception that the appointment may be continued for the life of the project when it is certain that the project will not exceed two years.

16.3 Provisional Employees:

Provisional appointments, not extra help appointments, shall be made to fill a position set forth in the Salary Resolution for which no eligible list exists, or to perform the duties of the position where the regular employee is on extended sick leave, extended leave of absence, or extended worker's compensation disability. A provisional appointment shall not be authorized for longer than one (1) year.

When an examination has been given and an employee fails to qualify for the position he is holding, the provisional appointment shall be terminated. This section shall not be construed to compel the County to fill the aforementioned positions.

16.3.1 Employees hired in provisional appointments shall meet the employment standards for the classification, including any special requirements established by State law.

16.3.2 Where an employee is hired as a provisional appointee because no eligible list exists, no provisional employment shall continue for more than thirty (30) days after an appropriate list has been established for the class.

16.3.3 Where an employee is hired as a provisional appointee because no eligible list exists, he/she must qualify for the certification list to be eligible for regular appointment to the position.

16.3.4 A provisional appointee shall be entitled to all the salary and fringe benefits of a regular employee.

16.4 Temporary Employee:

Temporary employee shall mean an employee hired to perform the duties of a position in County service where the regular employee holding the position is providing services by order of the Board of Supervisors in a capacity other than those for which the employee is regularly employed or is temporarily assigned duties and responsibilities of a position in another classification for an extended period. When an eligible list exists, temporary appointments shall be made from that eligible list.

ARTICLE XVII

TRANSFER

17.1 Transfers:

17.1.1 County reserves the right to transfer employees in accordance with the needs of the County.

17.1.2 No bargaining unit employee shall be transferred as a punitive measure.

17.2 Worksite and Shift Transfers:

17.2.1 No bargaining unit employee shall be permanently transferred between worksites and/or shifts without ten (10) days prior written notice.

17.2.2 No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.

17.2.3 Temporary worksite and/or shift transfers shall be for a period not to exceed thirty (30) working days.

17.2.4 Transfer shall not include temporary assignment for a portion of a work day or work days to a different work location. This section shall have no effect on the County's obligation to reimburse employees for travel on county business pursuant to this Memorandum of Understanding.

17.3 Voluntary Position Transfer:

17.3.1 "Voluntary position transfer" for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

17.3.2 Employees may apply to transfer into vacant positions which occur in the County. Employees desiring voluntary transfers may notify the

Personnel Services Agency, which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, the Personnel Services Agency shall notify them of such vacancies and they may apply.

17.3.3 Qualified applicants from within the bargaining unit shall be interviewed before other applicants. Appointing authority shall consider the transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

17.3.4 County agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.

17.3.5 County shall provide Association with a weekly recruitment and selection list.

XVIII

PROMOTIONS, PROBATIONARY PERIOD

18.1 Promotions:

18.1.1 Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit which can be considered a promotion, providing they stand within the group included on the certification list and are qualified by virtue of successful examination. Written application for such vacancy must be made within the filing period.

18.1.2 A notice of job vacancy will be posted in the Personnel Services Agency and a copy will be sent to the Association.

18.1.3 Employees in the bargaining unit shall receive first consideration.

- 1 18.1.4 First consideration shall mean, for the purposes of this section,
2 that promotional applicants shall be interviewed before other
3 applicants. Full consideration shall be given by the appointing
4 authority to the employee's County experience.
- 5 18.1.5 County agrees that it is desirable to offer promotional
6 opportunities to qualified applicants from within the bargaining
7 unit.
- 8 18.2 Probationary Period:
- 9 18.2.1 Probationary Period. The County and the Association recognize the
10 probationary period as an integral part of the examination process.
- 11 18.2.2 The probationary period for all new County employees in the
12 bargaining unit shall be one year, dating from date of hire. This
13 provision shall not apply to employees hired prior to the effective
14 date of this Memorandum of Understanding. The provisions in effect
15 at the date of hire shall apply.
- 16 18.2.3 The probationary period for all promotional candidates in the
17 bargaining unit who have achieved permanent status shall be six
18 months, dating from the effective date of promotion. In no event
19 shall a probationary period be extended.
- 20 18.2.3.1 If a promotional candidate is rejected from probation, said employee
21 shall be returned to the same classification, salary range, step,
22 and to the actual position previously held, where vacant.
- 23 18.2.3.2 If return to that position is not possible, County shall place the
24 employee in any vacant position in the former classification
25 elsewhere in the County.
- 26 18.2.3.3 If there are no current vacancies in that classification, County

shall place the employee in another position in the same class series or another position in the County for which the employee qualifies.

18.2.3.4 In no event shall a promotional candidate rejected from probation suffer any loss of pay, benefits, or seniority beyond that of return to the previously held classification, salary range and step. If he/she is placed in a lower classification, his/her salary shall be Y-rated.

18.2.3.5 Employee shall have preferential rehire rights, as in layoff, to to the classification last held prior to the promotion if a vacancy occurs in that classification. If a position in the last held classification is offered and the employee refuses the position, his salary shall be reduced to that of the position he holds.

18.2.3.6 If all of the above are not possible, employee shall be laid off.

18.2.4 At any time an employee may be rejected from a probationary appointment without right of appeal or hearing, except that such rejection shall not be based on political affiliation or other non-merit factors. A statement of reasons for rejection shall be delivered to the employee in writing before the rejection shall be finally effective.

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ARTICLE XIX

CLASSIFICATION, RECLASSIFICATION

19.1 The County shall determine the need for and number of positions and classifications necessary to perform services as determined by the Board of Supervisors. All such bargaining unit positions shall be placed in the classification plan of the County.

19.2 Reclassification:

19.2.1 Any employee may petition the Department Head with a request to initiate a position classification review of the position.

19.2.2 The Department Head must receive authorization from the Board of Supervisors to initiate position classification review by the Personnel Services Agency.

19.2.3 Position classification reviews by the Personnel Services Agency will be scheduled from the period of January 1 through June 30 of each agreement year.

19.2.4 All affected employees shall receive a copy of the recommendation of the Personnel Services Agency and a summary of the rationale for the recommendation. The Association shall receive a copy of the position classification review and decision.

19.2.5 Position classification determinations are not subject to grievance or other appeal.

19.2.6 Position classifications approved by the Board of Supervisors shall be effective July 1 of each year.

19.3 Salary Placement:

19.3.1 If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not

change.

19.3.2 If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive the next higher salary in the new salary range as of the date upon which the reclassification becomes effective. The employee shall receive a new anniversary date upon reclassification in this manner. On reclassification, salary will be adjusted to the first step of the new range or to a step which results in an increase of at least 3%, whichever is greater, provided that such increase is not beyond the E step of the salary range.

19.3.3 If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a Y-rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

19.4 Where an entire class of positions in any department is reclassified, the incumbents in the position shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified positions shall be filled by the department head from incumbents in the positions within the department, who have been in the positions for one year or more, first.

19.5 The County retains the right to create or abolish positions, or classes of positions. If the County decides to abolish a position or class of positions, it shall give the Association notice in writing

and an opportunity to meet and confer on the possible effects of such action on bargaining unit employees.

19.6 County agrees to meet and confer with the Association on the matter of establishing a salary range for new classifications in the bargaining unit prior to the submission of recommendations to the Board of Supervisors for determination.

19.7 Reclassifications to a position with a higher salary range and greater responsibility shall be considered a promotion and the above provisions regarding probationary period and rejection shall apply.

ARTICLE XX

LAYOFF AND REHIRE

20.1 When for reasons of lack of funds or lack of work, County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set forth in this Article. The Personnel Services Agency shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

20.1.1 State Merit System Employees:

When a reduction in force occurs in the Department of Social Services, Department of Health, or other County Department where eligibility, employment status and tenure are controlled by State Merit system rules and regulations, those rules and regulations will apply and take precedence over the following procedure unless specific written waivers are obtained from the State agency.

1 20.1.2 Association is to be a party to any solicitation of, negotiation of,
2 and/or decisions on waivers.

3 20.2 Order of Layoff:

4 Layoffs shall be made by classification within a department. Within
5 each classification in a department, all extra help employees shall
6 be terminated before any provisional or temporary employees are laid
7 off, all provisional employees shall be laid off before any limited
8 term employees, all limited term employees shall be laid off before
9 any probationary employees, all part-time probationary employees
10 shall be laid off before any full-time probationary employees. All
11 probationary employees shall be laid off before any permanent
12 employees, all part-time permanent employees shall be laid off
13 before any full-time permanent employees. Within each of the above
14 categories, employees shall be laid off in the inverse order of
15 seniority.

16 20.3 Seniority:

17 The seniority date of an employee for purposes of layoff and rehire
18 shall be based upon the date of hire in the County. A break in
19 employment shall result in the acquisition of a new date of hire.
20 Any employee laid off after acquiring permanent status shall, after
21 reinstatement, regain the seniority credit he possessed at the time
22 of layoff. Periods of approved absences shall be credited as
23 continuous County employment.

24 20.3.1 Ties in Seniority:

25 a. If the seniority of two or more persons in the affected
26 classification within a department, in the same category is

1 identical, date of hire within the classification shall be
2 determinative.

3 b. If the seniority of two or more persons in the affected
4 classification within a department, in the same category and
5 date of hire within the classification is identical, date of
6 hire in the department shall be determinative.

7 c. If all of the above are equal, ties shall be broken by lot.

8 20.4 Bumping:

9 Any employee designated to be laid off may bump into the same or any
10 lower classification in his/her current series within the same
11 department. If he/she has previously held permanent status in
12 another position or positions in the County, he/she may bump back to
13 the last previously held position, provided that it has not been
14 abolished and that the qualifications and duties have not materially
15 changed. An employee who cannot bump into his/her last previously
16 held position because of lack of seniority over the incumbent or
17 other reasons, may then bump into the position held prior to that
18 time. An employee who has previously held more than one position in
19 the County shall bump back in sequence from the most recent to the
20 earliest position held.

21 20.4.1 Notwithstanding the provisions of Section 20.4, an employee may
22 exercise the bumping rights provided therein only on condition that:

- 23 a. He/she has more County wide seniority than the employee to be
24 displaced.
25 b. He/she is willing to accept the reduced compensation level.
26 c. He/she meets the minimum qualifications for the lower class.

- 1 d. He/she requests displacement action in writing to the Personnel
2 Services Agency within five (5) days after receipt of the
3 notification of layoff.
- 4 20.4.2 Notwithstanding the above, part-time employees shall not have the
5 right to bump full-time employees.
- 6 20.4.3 If an employee is bumped, he shall be laid off in the same manner as
7 an employee whose position has been abolished.
- 8 20.4.4 The foregoing shall be construed to allow bumping across unit lines,
9 both out of and into the unit, only to previously held positions.
10 Any employee displaced as a result of bumping across unit lines
11 shall, in addition to the bumping rights enumerated above, have the
12 right to be placed in any vacant position in the County for which
13 he/she is qualified or for which he/she may be retrained within a
14 reasonable period of time. To the fullest extent possible,
15 reductions in status and/or salary shall be prevented or minimized.
- 16 20.5 Notice of Layoff:
- 17 20.5.1 The employee shall be given written notice of layoff by the County
18 at least twenty-one (21) calendar days in advance of the effective
19 date of such layoff. The notice of layoff shall include the
20 following information: Reason for Layoff, Effective Date of Layoff
21 and a copy of this Article, and forms to request hearing and to
22 assert displacement rights.
- 23 20.5.2 An employee who has been notified of his/her impending layoff, shall
24 be granted up to 48 hours released time without a loss of pay or
25 benefits, by prior arrangement with his/her supervisor, to obtain
26 other employment. In addition, employees may use accrued vacation or

compensatory time for this purpose once notice is given.

20.6 Health Insurance:

An employee who has been laid off may elect to continue health insurance coverage in the group at his/her own cost for six (6) months providing that the policy involved allows such continuance. Health insurance coverage will cease if he/she finds other employment. It is the employee's responsibility to make arrangements for such coverage with the County.

20.7 Preferential Rehire Rights:

20.7.1 For a period of 18 months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the reemployment list for their class at time of layoff in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority, provided he/she is qualified and available for this position, and that such rehire is consistent with applicable affirmative action goals and objectives.

20.7.2 A permanent employee who has been laid off may request that his name be placed on the reemployment list for a lower class in his current series also for a period of 18 months.

20.7.3 Any employee who holds permanent status with the County, regardless of whether or not they are currently serving a promotional probationary period, who has been laid off may request that his/her name be placed on the reemployment list for a classification he/she previously held in Yolo County, provided that such classification

- 1 was held prior to the date of layoff.
- 2 20.7.4 Employees who have been laid off or reduced in class or displaced
- 3 shall remain on preferential rehire status for a period of 18 months
- 4 after their layoff date.
- 5 20.7.5 Preferential rehire status cannot be revoked. However, active
- 6 placement efforts for a person on preferential rehire status may be
- 7 suspended in the following circumstances:
- 8 a. If the person indicates unavailability or if attempts to reach
- 9 the individual are unsuccessful, active placement activities
- 10 may be suspended. Active placement efforts must be resumed if
- 11 the person later indicates availability in the 18 month
- 12 preferential rehire period.
- 13 b. If the person declines three (3) job offers, the person's name
- 14 may be removed from the rehire list.
- 15 20.7.6 When a person is reemployed from a preferential rehire status, the
- 16 employee shall be entitled to accrue sick leave and vacation at the
- 17 same rate at which it was accrued prior to layoff. His/her status in
- 18 relation to probationary period, merit salary increases, and
- 19 seniority shall be the same as at the time of layoff. Any unused and
- 20 unpaid sick leave and vacation shall be reinstated.
- 21 20.7.7 An individual on preferential rehire status may accept an extra-help
- 22 appointment or position and not lose his/her preferential rehire
- 23 status.
- 24 20.8 Hearing:
- 25 A regular permanent employee who receives a notice of layoff shall
- 26 be entitled to request a hearing before the Labor Relations Panel

prior to the effective date of the layoff. Such a request shall be made within five days of service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of seniority and bumping rights and whether this procedure was complied with. The employee shall have the right to be represented by a representative of his choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the Labor Relations Panel shall issue an order affirming or revoking the lay off of the employee. Unless the Labor Relations Panel orders revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Labor Relations Panel.

20.9 At the time notices of layoff are sent to employees, the Personnel Services Agency shall post a list of all County employees in departments affected, arranged by classification and seniority date, in the Personnel Office. Such a list for the affected department shall also be posted in the department. Employees shall be entitled to obtain, on request, a similar list for positions they previously held in other departments of the County, but such list may contain only the names and seniority dates of employees in that classification in that department.

ARTICLE XXI

WORKING CONDITIONS

- 21.1 The County shall maintain adequate restrooms, lavatory facilities, and existing lunchrooms for use by County employees.
- 21.2 The County will do its best to maintain adequate heating and cooling and ventilation at County work stations.

ARTICLE XXII

DISCIPLINARY PROCEDURE

- 22.1 For the purpose of this section, disciplinary action is deemed to be discharge, demotion or suspension of permanent employees.
- 22.2 Purpose:
- 22.2.1 To provide employees subjected to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and State and Federal law.
- 22.2.2 To provide an orderly procedure for notice, pre-action response meeting, and formal hearing on appeal after disciplinary action.
- 22.3 Definitions:
- 22.3.1 Disciplinary Action. Discharge, demotion, or suspension of a regular permanent employee for cause.
- 22.3.2 Parties. The affected employee and the appointing authority.
- 22.3.3 Days. Days means calendar days.
- 22.3.4 Response Meeting. Informal meeting at which employee has opportunity to respond to charges prior to action.
- 22.3.5 Hearing. Formal hearing held due to appeal of employee from action taken by appointing authority.

22.3.6 Notice. Notice shall be given by personal delivery or by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal.

22.4 Time Limits:

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not directory.

22.5 Standing:

A disciplinary action may be taken only by the Appointing Authority as defined by the Personnel Regulations of the County of Yolo.

22.6 Exclusive Procedure:

22.6.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against permanent employees.

22.6.2 The provisions of this Disciplinary Procedure shall supersede the procedures in the County Personnel Ordinance relating to personnel board appeal and Agreement No. 68-46.

22.7 Notice.

22.7.1 Employees shall be given written notice of a proposed discharge, demotion, or suspension. For suspensions longer than five (5) days, notice shall be given five (5) working days in advance of the date the action is proposed to be taken.

22.7.2 In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period

between the date notice is given and the date that action is taken.

7.3 The Notice Shall Contain:

- A. The reasons for the proposed action, including the rule or regulation or ordinance violated and a complete explanation of the reasons.
- B. A copy of the charges and recommendations.
- C. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney.
- D. Notice that if no written request to respond is given by employee, Appointing Authority may proceed to order action and employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

7.4 The notice shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within the Public Records Act, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.

- A. Employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
- B. Employee may copy and inspect his personnel file.
- C. Employee may copy and inspect the part of other County records which employee generated in his job, unless Appointing Authority orders broader discovery.

22.7.5 If, during the five (5) day period, the employee does not request, in writing, an opportunity to respond, Appointing Authority may proceed to order action and the employee shall be deemed to have waived all rights to a hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.

22.7.6 If the employee requests an opportunity to respond, the Appointing Authority shall give the employee 24 hours written notice of the time and place of meeting, at which time the employee may respond. Such meeting shall be held within the five (5) day period. If a meeting is scheduled after the five (5) day period, the Appointing Authority shall not take the proposed action until the conclusion of the response meeting.

22.8 Response Meeting:

22.8.1 At the time and place set for the meeting giving employee opportunity to respond the employee may respond orally and/or in writing, personally or by or with a representative.

22.8.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.

22.8.3 At the meeting, the Appointing Authority may consider information contained in the charges and recommendations and other information as well as information presented by employee or his representative. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, employee shall be entitled to a reasonable continuance to copy materials and respond

to these new matters.

22.8.4 At the conclusion of the response meeting or within fifteen (15) days, the Appointing Authority shall issue an order taking or determining not to take the action and shall give written notice thereof to employee, along with an explanation of the basis for the action and notice of the employee's right to appeal. If action is taken thereafter, any appeal shall be decided in favor of the employee unless good cause for the delay is shown.

22.9 Appeal:

22.9.1 If an employee has requested and participated in a meeting with the Appointing Authority as set forth above, employee shall have the right to appeal the Appointing Authority's disciplinary action to the Labor Relations Panel.

22.9.2 Filing of an appeal does not stay the effective date of the order of disciplinary action.

22.9.3 A written demand for appeal and hearing must be served on the Director of Personnel Services by employee or his representative within ten (10) days of receipt of the order of disciplinary action by Appointing Authority.

22.9.4 The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

22.9.5 The demand for hearing shall include:

- A. Specific grounds for appeal;
- B. Copies of materials on which appeal is based or, if too

- 1 voluminous, reference to materials in the custody of County.
- 2 22.9.6 The Director of Personnel Services shall, within ten (10) days set
- 3 a date for hearing which shall be held within thirty (30) days of
- 4 the date of the demand for hearing.
- 5 22.9.7 The Director of Personnel Services shall notify the parties in
- 6 writing of the time and place of the hearing at least fifteen (15)
- 7 days prior to hearing.
- 8 22.9.8 An appeal through this procedure waives:
- 9 A. Grievance proceedings under any agreement or memorandum
- 10 between the County and any employee organizations;
- 11 B. Appeal under State Merit System;
- 12 C. Appeal under State Merit System Grievance Procedure.
- 13 22.9.9 Three (3) days prior to the hearing each party shall serve a list
- 14 of witnesses and copies of all exhibits on the other party. If
- 15 additional witnesses or evidence are added after this date, the
- 16 opposing party shall be entitled to reasonable continuance at the
- 17 discretion of the panel. If new allegations are brought out, the
- 18 opposing party shall have the right to a reasonable continuance at
- 19 the discretion of the Labor Relations Panel.
- 20 22.9.10 Hearing.
- 21 The hearing shall be conducted as a full scale evidentiary
- 22 hearing, with full due process rights, including the right to
- 23 present witnesses, present evidence, cross examine opposing
- 24 witnesses, the right to counsel, and findings to support the
- 25 decision.
- 26 22.9.11 Within thirty (30) days of the conclusion of the hearing, the

Panel shall render a written decision and/or order. Any decision and/or order of the Panel shall be final and shall not be subject to appeal to the Board of Supervisors.

ARTICLE XXIII

GRIEVANCE PROCEDURE

23.1 Purpose:

23.1.1 To equitably resolve employee grievances at the lowest level of administrative responsibility, if possible.

23.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

23.2 Definition of Grievance:

- 23.2.1 A. Any dispute which arises over the interpretation, application, or alleged violation of this Memorandum of Understanding;
- B. Any dispute which arises over the interpretation, application, or alleged violation of any ordinance or resolution presently in force or as may from time to time be adopted by the County on matters within the scope of representation.

23.2.2 Discharges, suspension, and/or demotion shall not be subject to grievance pursuant to this Article.

23.3 Regulations:

23.3.1 No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.

23.3.2 Any party may be represented or assisted at any level of the procedure by a representative of his/her choosing.

23.3.3 The grievant, his/her witnesses, and his/her representative shall suffer no loss of compensation or benefits while participating in

- 1 this procedure, to include no more than 30 minutes preparation
2 time per grievance.
- 3 23.3.4 Proceedings shall be held within the grievant's normal working
4 hours. If held at any other than grievant's normal working hours,
5 the grievant shall be entitled to an equivalent number of hours
6 off on an hour for hour basis.
- 7 23.3.5 Grievances other than Association grievances shall be signed by
8 the employee or employees bringing the grievance.
- 9 23.3.6 There shall be no hearing, witness testimony, or cross examination
10 at any level prior to the hearing stage of the formal procedure.
- 11 23.4 Time Limits:
- 12 23.4.1 Time limits as specified in each step of the procedure shall be
13 strictly observed. Time limits may be extended only by mutual
14 agreement of the parties, in writing.
- 15 23.4.2 Failure of a grievant to observe a time limit shall terminate the
16 grievance. Failure of the party to whom the grievance is submitted
17 to observe the time limit shall give the grievant the right to
18 move the grievance to the next level of review.
- 19 23.5 Exclusive Procedure.
- 20 23.5.1 This procedure shall be the exclusive procedure for adjustment of
21 grievances for all employees in the bargaining unit.
- 22 23.5.2 The provisions of this grievance procedure shall supersede the
23 procedure in the personnel regulation of the County of Yolo
24 relating to personnel board appeal and Agreement No. 68-46.
- 25 23.6 Standing:
- 26 23.6.1 Any employee within the bargaining unit covered by this Memorandum

- 1 of Understanding shall have standing to use this procedure.
- 2 23.6.2 Any employee, for purposes of this Article only, shall mean all
- 3 regular employees, state merit system employees, limited term
- 4 employees, provisional employees, and extra help employees as
- 5 qualified in terms of Article XVI (Extra Help) of this Memorandum
- 6 of Understanding.
- 7 23.6.3 The Association shall have standing under this procedure on any
- 8 dispute arising under Section 22.3.1(a) of this Memorandum of
- 9 Understanding, unless otherwise provided in this Memorandum of
- 10 Understanding.
- 11 23.7 Procedure:
- 12 All grievances shall be initiated at the informal step of the
- 13 procedure.
- 14 23.7.1 Informal Grievance:
- 15 A. Grievant shall initially present the grievance informally for
- 16 disposition by the immediate supervisor. Such presentation
- 17 shall be made within twenty (20) calendar days of the event
- 18 giving rise to the grievance or within twenty (20) calendar
- 19 days of discovery of such event, but not longer than
- 20 forty-five (45) calendar days after the event.
- 21 B. Association shall present its grievance informally at the
- 22 appropriate level within the time limits set out above.
- 23 C. Presentation of an informal grievance shall be a pre-requisite
- 24 to the institution of a formal grievance.
- 25 23.7.2 Formal Grievance:
- 26 A. If the grievant believes that the grievance has not been

1 resolved within five (5) working days of informal presenta-
2 tion, he/she may initiate a formal grievance within five (5)
3 working days thereafter. A formal grievance can only be
4 initiated by completing and filing with the Department Head a
5 prescribed form within ten (10) working days of the informal
6 presentation and sending a copy to the Director of Personnel
7 Services. The completed form shall contain:

- 8 1. Name of grievant;
- 9 2. Class Title;
- 10 3. Department;
- 11 4. Grievant's Mailing Address;
- 12 5. A clear statement of the nature of the grievance (citing
13 applicable ordinance, resolution or contract language and
14 section).
- 15 6. The date upon which the grievance occurred;
- 16 7. A proposed solution to the grievance;
- 17 8. The date of execution of the grievance form;
- 18 9. The date of presentation of the informal grievance and
19 name of person to whom presented;
- 20 10. The signature of the grievant;
- 21 11. The name and signature of the grievant's representative,
22 if any.

23 B. Step 1.

24 Within ten (10) working days after a formal grievance is
25 filed, the department head shall investigate the grievance,
26 and confer with the grievant in an attempt to resolve the

grievance, and make a decision in writing.

C. Step 2.

1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five (5) working days from his/her receipt of the Department Head's decision or expiration of the time limit for response, appeal to the Director of Personnel Services, by so notifying the Personnel Services Agency in writing.

2. Within ten (10) working days after such notification, the Director of Personnel Services shall investigate the grievance, confer with persons affected and their representatives to the extent he deems necessary, and render a decision in writing.

3. If the decision of the Director of Personnel Services resolves the grievance to the satisfaction of the grievant, it shall bind the County, subject to the ratification by the Board of Supervisors of unbudgeted expenditures.

D. Step 3.

If the decision of the Director of Personnel Services does not resolve the grievance to the satisfaction of the grievant, the grievant or his representative may, within ten (10) working days of receipt of the decision, request a hearing by the Labor Relations Panel. The request for a hearing shall be made, in writing, to the Director of Personnel Services who

1 shall schedule the hearing for the next meeting of the Panel
2 which is at least ten (10) working days after the request is
3 received unless the calendar for that meeting is filled, in
4 which case the hearing shall be set at the following meeting.

5 The Panel shall conduct a hearing, and shall, within thirty
6 (30) calendar days of conclusion of the hearing, render a
7 written decision and/or order. Any decision and/or order of
8 the Panel on matters within Section 23.2.1-A shall be final
9 and not subject to appeal to the Board of Supervisors.

10 Any decision and/or order on matters within Section 23.2.1-B
11 may be appealed to the Board of Supervisors within thirty (30)
12 calendar days.

13 E. Step 4.

14 On receipt of any appeal, the Board of Supervisors may review
15 the record and affirm, reverse, modify, or refer the matter
16 back to the Panel for further hearing. Such action shall be
17 taken by the Board only on a review of the record and a
18 finding that the Panel's decision was not supported by the
19 record. Such action shall be taken as soon as possible but not
20 later than sixty (60) calendar days of receipt of the appeal.

21 23.7.3 Costs.

22 Association agrees to bear one-half of the cost of the Panel, not
23 to exceed \$150.00 per meeting and any mutually agreed upon
24 transcript or reporter fees for any grievances which are appealed
25 to the Labor Relations Panel on or after the date of this
26 Memorandum of Understanding.

ARTICLE XXIV

SAFETY

24.2 County agrees to maintain its safety committee.

24.3 Release Time:

Any bargaining unit employee who is appointed to membership on the safety committee shall be allowed reasonable release time to carry out his obligations.

ARTICLE XXVI

CONTRACTING AND BARGAINING UNIT WORK

If County proposes to contract out work which has been customarily and routinely performed by bargaining unit employees, and if such action will result in layoff of those bargaining unit employees, the County agrees to give the Association ten (10) days prior notice and an opportunity to meet and confer on the effects of layoff on bargaining unit employees.

ARTICLE XXVII

STRIKES AND LOCKOUTS

27.1 No lockout of employees shall be instituted by the County during the term of this Memorandum of Understanding.

27.2 The Association agrees that during the term of this Memorandum of Understanding, neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest any strikes, work stoppages, slowdowns, mass resignations, sick-ins, strike picketing, or any other actions which would involve suspension of, or substantial interference with, the normal work of the County.

27.3 In the event that Association members participate in such activities in violation of Section 27.2 of this Article, the

Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

27.4 In the event that the Association or any members of its Executive Board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 27.2 of this Article, the County reserves the right to discontinue dues deductions for the duration of this Memorandum of Understanding.

ARTICLE XXVIII

28.1 Integration:

This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding.

It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this Memorandum of Understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to the Memorandum of Understanding.

The parties agree that no agreement was reached on other matters discussed and that County is not obligated to make any changes or take any action regarding them.

The County reserves the right to make organizational changes with

notice to the Association. If the result of such change affects wages, hours, and/or conditions of employment, the County agrees to abide by Government Code Section 3504.5. The provisions of Article XIX, Classification and Reclassification, shall not apply to reorganization.

28.2 Alteration:

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

28.3 Waiver:

The waiver by the County or any of its officers or employees of or the failure of the County or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this agreement.

28.4 Severability:

If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby.

1 If any portion of this Memorandum of Understanding is so held
2 invalid or if compliance with any provision is restrained, the
3 County if authorized to take immediate action to achieve compliance
4 with law, provided that the County shall give notice to the
5 Association prior to such action and the County shall provide the
6 Association with an opportunity to meet and confer within thirty
7 (30) days after any determination of invalidity or service of a
8 restraining order, for the purpose of arriving at a mutually
9 satisfactory replacement for such article or section.

10 28.5 Implementation:

11 The Board of Supervisors will amend its written policy and take such
12 other action by resolution or otherwise as may be necessary in order
13 to give full force and effect to the provisions of this Memorandum
14 of Understanding. The provisions of this Memorandum of Understand-
15 ing, except as provided herein, shall supersede County ordinances
16 and resolutions currently in effect, for the term of this Memorandum
17 of Understanding, to the extent that they are inconsistent with the
18 provisions of this Memorandum of Understanding.

19 28.6 Duration:

20 Except as set forth in this document, this Memorandum shall become
21 effective on July 13, 1980, after adoption by the Board of
22 Supervisors and shall remain in full force and effect to and
23 including June 30, 1981. It is hereby agreed that the term of
24 Agreement Number 79-9 is hereby extended to the commencement of this
25 agreement.

26 // / / / /

YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert A. Jones
ROBERT A. JONES

BY Gene A. Roh
GENE A. ROH

BY Renee Craig
RENEE CRAIG

BY Floyd E. McCain
FLOYD E. MCCAIN
Designated Representatives

BY TOM PAVAO

BY Roque Villareal
ROQUE VILLAREAL
Designated Representatives

Approved by Final Determination of the Board of Supervisors of the County of Yolo this 30th day of July, 1980.

COUNTY OF YOLO, a political subdivision of the State of California

BY Theresa J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, COUNTY CLERK

BY Debra A. [Signature]
Deputy

(SEAL)

APPENDIX A

Listed herein are all of the Yolo County job classes represented by the Yolo County Government Employee's Association in the General Unit.

ACCOUNT CLERK I, II, III	CRIPPLED CHILDREN SERVICES WORKER
ACCOUNTANT II, III	CUSTODIAN
ACCOUNTANT-AUDITOR I	CUSTODIAL SUPERVISOR
ACCOUNTING TECHNICIAN	DATA ENTRY OPERATOR I, II
ADMINISTRATIVE ASSISTANT	DATA PROCESSING -
ADMINISTRATIVE CLERK I, II, III, IV	OPERATIONS SUPERVISOR
ADMISSIONS CLERK	DEPUTY JURY COMMISSIONER
AGRICULTURAL BIOLOGIST I, II, III	DEPUTY TREASURER-TAX COLLECTOR
ANIMAL CONTROL OFFICER I, II	DETOXIFICATION PROGRAM SUPERVISOR
APPRAISER I, II, III	DISTRICT ROAD SUPERVISOR I, II
APPRAISER TECHNICIAN	DOG LICENSE SURVEYOR
ASSESSMENT CLERK I, II	
ASSESSMENT OFFICE SUPERVISOR	ELECTRONICS TECHNICIAN
ASSISTANT BOARD OF SUPERVISORS CLERK	ELIGIBILITY SUPERVISOR
ASSISTANT CIVIL ENGINEER	ELIGIBILITY WORKER I, II, III
(with registration)	EMPLOYMENT COUNSELOR I, II, III, IV
ASSISTANT CIVIL ENGINEER	EMPLOYMENT COUNSELOR TRAINEE
(without registration)	ENGINEERING AIDE I, II
ASSISTANT MANPOWER ANALYST	ENGINEERING TECHNICIAN I, II
ASSISTANT PLANNER	EQUIPMENT MECHANIC
ASSISTANT STOREKEEPER	EQUIPMENT SERVICE MECHANIC
ASSOCIATE PLANNER	EQUIPMENT SERVICE WORKER
AUDITOR II, III	
AUDITOR APPRAISER I, II, III	FAMILY NURSE PRACTITIONER
	FAMILY SUPPORT INTERVIEWER
BUILDING CRAFTS MECHANIC	FAMILY SUPPORT OFFICER
BUILDING INSPECTOR I, II	FIELD ASSISTANT
BUILDING MAINTENANCE WORKER I, II	FOOD SERVICE ASSISTANT
BUYER	FOOD SERVICE SUPERVISOR
CADASTRAL DRAFTSPERSON	GENERAL CLERK I, II, III
CHIEF ANIMAL CONTROL OFFICER	GENERAL LABORER
CHIEF PHARMACIST	GRADUATE NURSE
CHILD HEALTH AND DISABILITY	GROUNDWORKER I, II
PREVENTION PROGRAM MANAGER	GROUP SUPERVISOR I, II, III
CLINICAL PSYCHOLOGIST	
COLLECTION ASSISTANT	HEAD NURSE
COMMUNICATIONS DISPATCHER I, II	HEALTH EDUCATOR
COMMUNICATIONS TECHNICIAN II	HEAVY EQUIPMENT MECHANIC
COMMUNITY EDUCATION &	HOUSEWORKER
OUTREACH WORKER TRAINEE	HOUSEWORKER SUPERVISOR
COMMUNITY HEALTH WORKER	HOSPITAL ADMISSIONS &
COMPUTER OPERATOR	DATA SERVICE COORDINATOR
CONSERVATORSHIP OFFICER	HOUSEKEEPING SUPERVISOR
CONSTRUCTION ENGINEER	
COOK I, II	INTAKE WORKER I, II, III
COUNTY PRINTER	INTAKE SUPERVISOR
COUNTY PRINTER TRAINEE	INTERVIEWER CLERK
COURT REPORTER	INVESTIGATOR (Welfare)
	INVESTIGATOR I, II

JUNIOR PLANNER

KEY PUNCH OPERATOR

LABORATORY CLERK

LABORATORY TECHNICIAN

LABORATORY TECHNOLOGIST I, II

LAW CLERK

LEAD MEDICAL BILLING CLERK

LEGAL INTERN

LEGAL PROCESS CLERK

LIBRARIAN I, II

LIBRARY ASSISTANT I, II, III, IV

LIBRARY SPECIALIST I, II

LICENSED VOCATIONAL NURSE

MANPOWER ANALYST I, II

MASTER CALENDAR CLERK

MEDICAL BILLING CLERK

MEDICAL BILLING SUPERVISOR

MEDICAL RECORDS ADMINISTRATOR

MEDICAL RECORDS TECHNICIAN

MENTAL HEALTH COUNSELOR I, II

MENTAL HEALTH NURSE I, II

MENTAL HEALTH NURSE SPECIALIST

MENTAL HEALTH WORKER I, II, III

MICROFILM OPERATOR

MINI-BUS DRIVER

MUNICIPAL COURT CLERK I, II, III

NURSING ASSISTANT

OCCUPATIONAL THERAPIST

OCCUPATIONAL THERAPIST

CONSULTANT

OFFICE MACHINES OPERATOR

PAGE

PARK MAINTENANCE SUPERVISOR

PARK MAINTENANCE WORKER I, II

PAYROLL BENEFITS SUPERVISOR

PERSONNEL ASSISTANT

PHYSICAL THERAPIST

PHARMACIST

PHARMACY TECHNICIAN

PLAN CHECK ENGINEER

PLANNING TECHNICIAN

PRINTING SERVICES SUPERVISOR

PROBATION AIDE

PROBATION OFFICER I, II, III

PROBATIONER ANALYST I, II, III

PROBATIONER ANALYST TRAINEE

PSYCHIATRIC SOCIAL WORKER I, II

PSYCHIATRIST

PUBLIC HEALTH AIDE

PUBLIC HEALTH EDUCATION ASSISTANT

PUBLIC HEALTH MICROBIOLOGIST

PUBLIC HEALTH NURSE I, II

PUBLIC HEALTH PROGRAM SPECIALIST

RECORDER CLERK

REFUSE DISPOSAL ATTENDANT I, II

REFUSE DISPOSAL ATTENDANT TRAINEE

REFUSE DISPOSAL SUPERINTENDENT

ROAD MAINTENANCE WORKER I, II, III, IV

SANITARIAN I, II, III

SANITATION AIDE I, II

SCHOOL CROSSING GUARD

SECRETARY I, II, III

SECRETARY TRAINEE

SENIOR ADMISSIONS CLERK

SENIOR APPRAISER

SENIOR BUILDING CRAFTS MECHANIC

SHOP SUPERVISOR

SOCIAL WORKER I, II, III, IV

SOCIAL WORKER SUPERVISOR I, II

STAFF NURSE I, II

STENOGRAPHER CLERK III

STOCK CLERK

STOREKEEPER

SUPERIOR COURT CLERK I, II

SUPERIOR COURT SECRETARY

SUPERIOR COURT SECRETARY -

JURY COMMISSIONER

SUPERVISING ACCOUNT CLERK I, II

SUPERVISING APPRAISER

SUPERVISING AUDITOR APPRAISER

SUPERVISING BUYER

SUPERVISING CLERK

SUPERVISING COMMUNICATIONS DISPATCHER

SUPERVISING GENERAL CLERK I

SUPERVISING LABORATORY TECHNOLOGIST

SUPERVISING LEGAL PROCESS CLERK

SUPERVISING PUBLIC HEALTH NURSE

SURGERY TECHNICIAN

SYSTEMS ANALYST

TRAFFIC MAINTENANCE SUPERVISOR

TRAFFIC MAINTENANCE WORKER I, II

TYPIST CLERK I, II, III

VETERAN'S SERVICES ASSISTANT I, II

VOCATIONAL ASSISTANT

VOCATIONAL TRAINEE

WARD CLERK

WEED AND PEST CONTROL SURVEY WORKER

WEED AND VERTEBRATE CONTROL OPERATOR I, II
WEIGHTS AND MEASURES INSPECTOR I, II, III

X-RAY TECHNICIAN I, II

APPENDIX B

§ 825. Duty of public entity to pay judgment, compromise, or settlement

If an employee or former employee of a public entity request the public entity to defend him against any claim or action against him for an injury arising out of an act or omission occurring within the scope of his employment as an employee of the public entity and such request is made in writing not less than 10 days before the day of trial, and the employee or former employee reasonably cooperates in good faith in the defense of the claim or action, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed. If the public entity conducts the defense of an employee or former employee against any claim or action with his reasonable good faith cooperation, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed; but where the public entity conducted such defense pursuant to an agreement with the employee or former employee reserving the rights of the public entity not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his employment as an employee of the public entity, the public entity is required to pay the judgment, compromise or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of his employment as an employee of the public entity. Nothing in this section authorizes a public entity to pay such part of a claim or judgment as is for punitive or exemplary damages.

§ 825.2. Right of employee, etc., to recover amount of payment from public entity: Where public entity does not conduct defense or conducts it pursuant to agreement reserving rights

(a) Subject to subdivision (b), if an employee or former employee of a public entity pays any claim or judgment against him, or any portion thereof, that the public entity is required to pay under Section 825, he is entitled to recover the amount of such payment from the public entity.

(b) If the public entity did not conduct his defense against the action or claim, or if the public entity conducted such defense pursuant to an agreement with him reserving the rights of the public entity against him, an employee or former employee of a public entity may recover from the public entity under subdivision (a) only if he established that the act or omission upon which the claim or judgment is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he acted or failed to act because of actual fraud, corruption or actual malice or that he willfully failed or refused to conduct the defense of the claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the public entity.

Except as provided in Section 825.6, if a public entity pays any claim or judgment against itself or against an employee or former employee of the public entity, or any portion thereof, for an injury arising out of an act or omission of the employee or former employee of the public entity, he is not liable to indemnify the public entity.

§ 825.6. When public entity may recover from employee, etc.: Fraudulent, corrupt or malicious act by employee: Where public entity conducts defense pursuant to agreement reserving rights

(a) If a public entity pays any claim or judgment, or any portion thereof, either against itself or against an employee or former employee of the public entity, for an injury arising out of an act or omission of the employee or former employee of the public entity, the public entity may recover from the employee or former employee that amount of such payment if he acted or failed to act because of actual fraud, corruption or actual malice or if he willfully failed or refused to conduct the defense of the claim or action in good faith. Except as provided in subdivision (b) or (c), a public entity may not recover any payments made upon a judgment or claim against an employee or former employee if the public entity conducted his defense against the action or claim.

(b) If a public entity pays any claim or judgment, or any portion thereof, against an employee or former employee of the public entity for an injury arising out of his act or omission, and if the public entity conducted his defense against the claim or action pursuant to an agreement with him reserving the rights of the public entity against him, the public entity may recover the amount of such payment from him unless he established that the act or omission upon which the claim or judgment is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he acted or failed to act because of actual fraud, corruption or actual malice or that he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by the public entity.

(c) If a public entity pays any claim or judgment, or any portion thereof, against an employee or former employee of the public entity for an injury arising out of his act or omission, and if the public entity conducted the defense against the claim or action in the absence of an agreement with him reserving the rights of the public entity against him, the public entity may recover the amount of such payment from him if he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by the public entity.

§ 995. Duty to provide for defense of action

Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.

For the purposes of this part, a cross-action, counterclaim or crosscomplaint against an employee or former employee shall be deemed to be a civil action or proceeding brought against him.

§ 995.2. When public entity may refuse to defend

A public entity may refuse to provide for the defense of an action or proceeding brought against an employee or former employee if the public entity determines that:

- (a) The act or omission was not within the scope of his employment; or
- (b) He acted or failed to act because of actual fraud, corruption or actual malice; or
- (c) The defense of the action or proceeding by the public entity would create a conflict of interest between the public entity and the employee or former employee.

§ 995.4 When provision for defense permitted but not required

A public entity may, but is not required to, provide for the defense of:

- (a) An action or proceeding brought by the public entity to remove, suspend or otherwise penalize its own employee or former employee, or an appeal to a court from an administrative proceeding by the public entity to remove, suspend or otherwise penalize its own employee or former employee.
- (b) An action or proceeding brought by the public entity against its own employee or former employee as an individual and not in his official capacity, or an appeal therefrom.

§ 995.6. Defense of administrative proceedings

A public entity is not required to provide for the defense of an administrative proceeding brought against an employee or former employee but a public entity may provide for the defense of an administrative proceeding brought against an employee or former employee if:

- (a) The administrative proceeding is brought on account of an act or omission in the scope of his employment as an employee of this public entity, and
- (b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

§ 995.8. Defense of criminal actions: Removal proceedings

A public entity is not required to provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee, but a public entity may provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee if:

- (a) The criminal action or proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and
- (b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interest of the public entity.

§ 996. Methods of providing defense: Expense of defense as proper charge: Employee not liable for expense

A public entity may provide for a defense pursuant to this part by its own attorney or by employing other counsel for this purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this part are proper charges against a public entity. A public entity has no right to recover such expenses from the employee or former employee defended.

§ 996.4 Refusal of entity to represent employee: When employee may recover costs of his defense from entity: Petition for writ of mandate to compel defense by entity

If after request a public entity fails or refuses to provide an employee or former employee with a defense against a civil action or proceeding brought against him and the employee retains his own counsel to defend the action or proceeding, he is entitled to recover from the public entity such reasonable attorney's fees, costs and expenses as are necessarily incurred by him in defending the

Action or proceeding if the action or proceeding arose out of an act or omission in the scope of his employment as an employee of the public entity, but he is not entitled to such reimbursement if the public entity establishes (a) that he acted or failed to act because of actual fraud, corruption or actual malice, or (b) that the action or proceeding is one described in Section 996.4. Nothing in this section shall be construed to deprive an employee or former employee of the right to petition for a writ of mandate to compel the public entity or the governing body or an employee thereof to perform the duties imposed by this part.

§ 996.6. Rights under this part as additional to other contractual or statutory rights

The rights of an employee or former employee under this part are in addition to and not in lieu of any rights he may have under any contract or under any other enactment providing for his defense.

SIDE LETTER

1. Heavy Equipment Mechanic:

The County agrees to add the following language to the Salary Resolution as a footnote to the classification for Heavy Equipment Mechanic:

(24) An employee in this classification who is assigned welding tasks as a normal part of his daily duties shall be entitled to reimbursement for one pair of prescription safety lenses per year, and shall be entitled to reimbursement of \$25.00 toward the purchase of eyeglass frames on a bi-yearly basis. Not included in the reimbursement are contact lenses.

2. Administrative Clerks:

The Administrative Clerk class series salaries shall be established by comparison with, and shall be equal to, the Secretary class series.

3. Emergency definition to be added to County Ordinance Section 2-602.

"Emergency" shall be defined as an unforeseen circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

R.B. + A Jones 7/30/80

Gen A.L.H. 7/30/80

FILED

AUG 6 - 1980

AGREEMENT NO. 80-238

ELECTION SERVICE AGREEMENT

PETER McNAMEE, Clerk
By Debra G. Kirkland
DEPUTY

SECTION I -- SERVICES, COSTS AND PERIOD OF PERFORMANCE

1. This agreement is entered into between CUBIC CORPORATION, 9333 Balboa Avenue, San Diego, California, hereinafter known as "Vendor" and YOLO COUNTY, hereinafter known as the "Customer", to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic buffers, owned or leased by the Customer for the fees and for the period shown below.

<u>Description</u>	<u>Serial Number</u>	<u>Qty.</u>
Vote Counters	14, 27, 28, 31,	10
Model No. P-23	43, 49, 56, 63, 78, 89	
Buffers	30	1
Model CM11		

2. The total fee of \$3,781 shall be paid in three (3) equal monthly installments of \$1,260 commencing July 1, 1980.
3. This Agreement is effective as of July 1, 1980 through September 30, 1980. This Agreement supersedes and cancels any other election service agreement between Vendor and the Customer in effect prior to the effective date of this agreement regarding the equipment listed above.
4. This Agreement is to be performed in the manner set forth in Section II "Terms and Conditions".

SECTION II -- TERMS AND CONDITIONS

A. Equipment Maintenance

1. Concept of maintenance for the above described equipment shall consist of preventive maintenance, inspection and repair as necessary to assure compliance with Chapter 5, Section 15119 of the California Election Code (as amended in 1976), Chapter 246, Section 3.
2. Maintenance shall include repair or replacement of all defective parts and/or the incorporation of compliant substitute items as determined by Vendor.
3. Vote counters and buffers shall be made available for maintenance actions between scheduled elections in accordance with periodic maintenance schedules mutually agreed upon. This shall include the availability of the interfacing electronic data processing equipment when

A. 3. continued

applicable and required for full system certification.

B. Election Support

1. Pre-election support, other than machine maintenance, is limited to the performance of machine-ballot compatibility and shall be accomplished with the ballot to be used in the ensuing election within 30 days prior to that election.
2. Printing of ballot shall be in accordance with Cubic Specification #BPI-2.
3. Ballots for accomplishing machine compatibility shall be made available 30 days before the scheduled election.
4. The Customer shall notify Vendor at least 45 days in advance, in writing, when equipment will be used in forthcoming election.
5. The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow Vendor or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than ten working days from the scheduled date of elections.
6. The Vendor shall have sufficient authorized representation during the equipment usage period for election purposes to assure the compliance of the equipment with the previously cited code. This Agreement does not provide for any data processing support or service of data processing interfaces.

C. Exclusions and Liabilities

1. Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riots, fire, water, Acts of God, or forces of nature or unwarranted abuse, customer initiated overhaul or alteration of the equipment are not included in this agreement. When such service is required, a quotation will be submitted for approval and contractual amendment prior to performance.
2. This Agreement does not include the incorporation of new attachments, or providing operating supplies by Vendor. Any new attachment added to a machine during the period of this agreement shall be incorporated by written amendment to this agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) by such addition.

C. continued

3. Vendor hereby agrees to defend, at Vendor's expense, or to provide for the defense of the Customer in any litigation instituted against the Customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this agreement, whether such litigation be based upon a claim for damages, or injunction, or both. Vendor further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.

D. Option to Extend Services

1. Vendor hereby extends an option to Customer to purchase the above described services for the period of October 1, 1980 through June 30, 1981 at a monthly rate of \$1,260. If this option is to be exercised, written notice shall be provided to Vendor ten (10) days prior to the expiration period of this agreement.

SECTION III -- EXECUTION

This Agreement shall be binding upon its being duly executed by both of the parties hereto.

Dated 16 July 1980

Dated August 6, 1980

By Cubic Corporation

By COUNTY OF YOLO

By Brian Rousse
Brian Rousse

By Theresa J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS

Title Director of Contracts

Attest: PETER McNAMEE

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY CLERK
By Rosanna det
DEPUTY COUNTY COUNSEL

By Debra Conley-Kelley
Deputy


Yuba College Yuba Community College District

FILED

10th Buile Road & Lincoln Avenue

Marysville, California 95901

Telephone (916) 742-7351

AGREEMENT NO. 80-239



CENTERS AT
BEALE AFB
WOODLAND
LAKE CO.
COLUSA CO.
SERVICE CENTER

AUG 14 1980

PETER McNAMEE, Clerk
By *[Signature]*
DEPUTY

MEMORANDUM OF AGREEMENT

Between

YUBA COMMUNITY COLLEGE EMERGENCY MEDICAL TECHNICIAN I PROGRAM

and

YOLO GENERAL HOSPITAL

July 1, 1980 - June 30, 1981

I. AFFILIATING AGENCY:

The Yuba Community College Emergency Medical Technician I Program (hereinafter called the SCHOOL) and the YOLO GENERAL HOSPITAL (hereinafter called the AFFILIATING HOSPITAL).

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept E.M.T. students for supervised Emergency Room observation and experience for Basic and/or Refresher E.M.T. I students.

III. THE AFFILIATING HOSPITAL AGREES TO:

- A. Provide Emergency Care experience in the Emergency Room for no more than 2 E.M.T. Students at a time for 10 hours (E.M.T. Basic) or 4 hours (Refresher) of observation and experience as delineated below each semester:
1. B.P.
 2. T-P-R
 3. O₂ and Mask
 4. Patient Transportation
 5. Application of Monitor Leads

R-1980-EMT

DANIEL G. WALKER
District Superintendent and President
GOVERNING BOARD OF TRUSTEES
Pres. Ted George, Yuba City
V. Pres. Eyvind Faye, Knights Landing

ALGEO H. BRILL
Assistant Superintendent and Vice President
Clerk John W. Pennebaker, Marysville
Eileen Frye, Yuba City

ROBERT J. CAREY
Assistant Superintendent for Business Services
Nordstrom Johnson, Esparto
Frances Owen, Marysville
Fred Sankey, Colusa

- B. Admit all students without discrimination in race, sex or creed.
- C. Emergency Medical Technician affiliates to be allowed the same lunch room and restroom facilities as provided for other employees.
- D. Students to be required to wear a white uniform or other suitable clothing.

IV. THE SCHOOL AGREES TO:

- A. Provide classroom instruction. Emergency Medical Technician students will be given at least 20 hours (Basic students) or 10 hours (Refresher students) of class in theory and practice prior to Emergency Room assignment.
- B. The E.M.T. instructor will meet periodically with hospital E.R. staff for assistance with the development of curriculum policies and integration of educational program.
- C. Submit the following information to the AFFILIATING HOSPITAL:
A statement of the number of expected affiliating students at least one week prior to the affiliation date.
- D. Carry a comprehensive general public liability and property damage insurance policy in the amount of \$1,000,000 liability for each person for bodily injury and \$1,000,000 property damage. The SCHOOL shall file with the hospital a Certificate of Insurance showing that such insurance is in full force and effect, and that the hospital is named as an additional insured under such policy; and the SCHOOL shall provide the hospital not less than ten (10) days' notice of any cancellation of this policy.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement or adjustment does not justify his/her continuance with the SCHOOL. The AFFILIATING HOSPITAL, in consultation with the SCHOOL, will have the right to refuse a student who, in its experience, is not participating satisfactorily in the program.

IV. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to withdraw, it is understood that at least two months notice shall be given by either participating agency and that students enrolled in the program shall be given an opportunity to complete the full program.

AFFILIATING HOSPITAL:

Date: August 13, 1980

Signed: Yung J. Thompson

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SCHOOL:

Date: June 27, 1980

Signed: Daniel G. Walker

Dr. Daniel G. Walker
District Superintendent & President
Yuba Community College District

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By: CSM

DEPUTY COUNTY COUNSEL

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERAL

YOLO COUNTY AGREEMENT NO. 80-240

STATE OF CALIFORNIA
STD. 2 REV. 11/75
☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 19 80
 in the State of California, by and between State of California, through its duly elected or appointed,
 qualified and acting

TITLE OF OFFICER ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	NUMBER 9192
--	---	-----------------------

hereinafter called the State, and

COUNTY OF YOLO

hereinafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Pursuant to Chapter 510, Item 421 of the 1980/81 Budget Act, the Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of Yolo, hereinafter referred to as County, hereby agree as follows:

The Director will subvent to the County a sum of \$38,865 for the purpose of implementing new pesticide permit regulations mandated by California Administrative Code Title 3, Chapter 4, Subchapter 1, Group 2, Article 20, Section 2452, Subsection (j), for the period July 1, 1980 through June 30, 1981.

The County will implement these new regulations in accordance with the attached "Protocol--Restricted Material Issuance and Follow-up" which is identified as Exhibit "A" which by this reference is made a part hereof.

The first payment of monies to the County will be 50 percent of the contracted sum and shall be made to the County upon receipt and approval of a written detailed work plan as outlined in the attachment entitled "Work Plan Outline" which is identified as Exhibit "B" and by this reference made a part hereof.

(Continued on Page 2)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY

DEPARTMENT OF FOOD AND AGRICULTURE

BY AUTHORIZED SIGNATURE

Ruby Turner
 Business Service Officer

CONTRACTOR

CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF YOLO

BY AUTHORIZED SIGNATURE

X J. J. Thompson
 CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

P.O. BOX 1820, WOODLAND, CA 95695

CONTINUED ON _____ SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

\$ 38,865

UNENCUMBERED BALANCE

\$

ADD: DEPOSITING ENCUMBRANCE

\$

\$

APPROPRIATION

SUPP. CASE

GENERAL

ITEM

421

CHAPTER

510

STATUTES

180

FISCAL YEAR

80-81

FUNCTION

Pesticide Use Enforcement

1-02-340-03-655

LINE ITEM ALLOTMENT

Co-op Agree.

FILED

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

Peter McNamee
 PETER MCNAMEE, Clerk

I hereby certify that all conditions for exemption set forth in State Act _____ have been complied with and this document is exempt from review by the _____

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

APPROVED
SEP 17 1980
BY <i>C. S. Shredler</i>
Asst. Chief Counsel

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Thereafter the County shall submit itemized invoices in triplicate referenced by Contract No. 9192 no more frequently than once per month for expenses incurred to implement these pesticide permit regulations. All work plans and invoices to be submitted for approval to Chief, Pesticide Enforcement, Department of Food and Agriculture, 1220 N Street, Room A-170, Sacramento, CA 95814.

Title to all equipment purchased under this contract shall be vested to the County at the end of the contract period for purposes of implementing this on-going program.

The County shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after June 30, 1981, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

Except as provided in paragraph 3, appearing on the reverse side of Standard Agreement Form 2, either party may terminate this agreement by giving written notice thereof at least thirty (30) days prior to the effective date of termination.

The attached Fair Employment Practices Addendum is by this reference made a part thereof.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services.

PROTOCOL
RESTRICTED MATERIALS ISSUANCE AND FOLLOW-UP

Evaluation of Restricted Material Permit

1. Verify completeness of information.
2. Locate application site(s): for example, on county map, aerial photo, or map supplied by the grower. (Site = no larger than the farm operator's contiguous property; no smaller than one crop location.)
3. Evaluate surrounding areas that could be adversely impacted such as residential areas, waterways, schools, etc.
4. Decide if standard county permit conditions are adequate for each site. Add any necessary permit conditions by site.
5. If, in the county agricultural commissioner's judgment adequate special permit condition do not exist, determine the feasibility of alternatives. If there are feasible alternatives, deny permit.
6. Inform permittee of notice of intent requirements, safety information series requirements, availability of pest management guides, and pesticide use reporting requirements.
7. Issue permit or deny with cause.

Review of Notices of Intent

1. Read or listen to all notices of intent submitted, using the following criteria for evaluation and compare against the permit if necessary.
 - A. Locations of the application.
 - B. Environmental conditions have changed since the permit was issued (local knowledge or specified in NOI).
 - C. Individual has a history of noncompliance.
 - D. Should this NOI be included in the five percent annual monitoring?

Preapplication Site Inspection

1. Select sites for inspection from those NOI's identified during review.
 - A. Compare against permit.
 - B. Determine if proposed application will be in compliance with permit conditions.

2. At the site, determine if environmental conditions are as described in permit/NOI.
3. Determine basis for application:
 - A. What is the basis?
 - B. Is pest a logical or expected one?
 - C. Is pest consistent with permit?
 - D. If written recommendation was made, was method of determining need acceptable?
4. Field evaluation or pest condition necessary only when 3(A) through (D) show a problem or when the pest control operator's compliance history warrants.
5. If environmental conditions are different, or if basis for application is inadequate, amend permit or stop application.

WORK PLAN OUTLINE

1. Approximate time frame for hiring new employees. Include number of employees and level(s) at which they will be hired.
2. Briefly describe your intended training program. Include:
 - A. Pesticide use restrictions for agricultural and non-agricultural use.
 - B. Local environmental conditions existing in the county.
 - C. Alternatives and mitigation measures currently available.
 - D. Feasibility of those alternatives and mitigation measures especially with regard to Section 2442.
 - E. Appropriate conditions/limitations included in available pesticide safety information series.
 - F. Bases for evaluation of criteria determining need for treatment.
 - G. Applicable laws and regulations, specifically Sections 2452 and 3123.
3. Notices of Intent -- what method of submittal will be allowed in your county, i. e., oral, written, drop box, phone recorder, etc., or, if a combination, what are any specific limitations? When will this method be in place?
4. Permits -- will you be issuing job, seasonal, or both? If both, describe any specific limitations on when each one may/may not be used? Will you be issuing permits to authorized representatives?
5. Do you have adequate means (an aerial photo or countywide map) to locate prospective applications? If not available, when do you expect to have in place?
6. How many safety information series will you need for the first quarter of calendar year 1981? Specify by series numbers.
7. How many Permit and Notice of Intent forms will you need for the first quarter of calendar year 1981? Specify by form.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
 - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

PK
FILED

AUG 29 1980

AGREEMENT NO. 80-241

PETER McNAMEE, Clerk
By *[Signature]*
DEPUTY

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this eighteenth day
of August, 1980, by and between

Bullman Construction & Mfg

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo, COOLING IMPROVEMENTS TO

DAVIS LIBRARY AIR CONDITIONING SYSTEM

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

Revisions to Air Conditioning - Davis Branch Library

(Plan Index No. 604.35) (WO #1550)

Approved May 6, 1980 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of the Notice to Proceed and for its completion to be within twenty-two (22) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Base Bid	Lump Sum	\$10,750.00	\$10,750.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

(County Counsel)

BY *Timothy J. Thompson*
Chairman of the Board of
Supervisors

ATTEST

PETER McNAMEE, COUNTY CLERK

By *Debra C. G. Kistner*, Deputy



BY *Bethune Construction & Sply.*

P.O. Box 1013

Davis Ca. 95616

Ronald J. Bethune owner

Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. *318859*.

APPROVED AS TO FORM

CHARLES F. MACK
COUNTY COUNSEL

By *Charles F. Mack*
DEPUTY COUNTY COUNSEL

BOND FOR FAITHFUL PERFORMANCE

AUG 29 1980

KNOW ALL MEN BY THESE PRESENTS:

PETER McNAMEE, Clerk
By [Signature] DEPUTY, AS

That we, BUTTEMERE CONSTRUCTION & MFG.,

Principal, and RELIANCE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of Five Thousand, Three

Hundred Seventy-Five And No/100*****
DOLLARS (\$5,375.00*****), (Not less than 50% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

Cooling Improvement

Revisions to Air Conditioning - Davis Branch Library

(Plan Index No. 604.35) Work Order No. 1550

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 18th day of August, 1980.

BUTTEMERE CONSTRUCTION & MFG.

WITNESS:

By:

Ronald J. Buttemere
Ronald J. Buttemere, Owner

"Principal"

Approved as to form:

RELIANCE INSURANCE COMPANY

"Surety"

By:

Toni M. Bogert
Attorney-in-fact

Toni M. Bogert

ck 9-6160da

STATE OF CALIFORNIA

County of Sacramento

On the 18th day of August in the year
One Thousand Nine Hundred and Eighty, before me
Betty L. McGarrity, a Notary Public in and for
the County of Sacramento, personally appeared

Toni M. Bogert known to me to be the person whose name is
subscribed to the within instrument as the Attorney-in-fact
of the Reliance Insurance Company, and acknowledged to me that
he subscribed the name of the Reliance Insurance Company
thereto, as principal and his own name as Attorney-in-fact.

Betty L. McGarrity
Notary Public in and for the

County of Sacramento

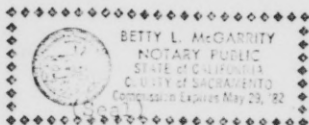
State of California
My Commission Expires

APPROVED AS TO FORM

CHARLES E. BLACK
CLERK

By:

Charles E. Black
CLERK COUNTY CLERK



FILED

AUG 29 1980

Bond No. B 29 55 89

PETER McNAMEE, Clerk
By John McNamee
DEPUTY

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, BUTTEMEERE CONSTRUCTION & MFG., as
Principal, and RELIANCE INSURANCE COMPANY, a
Corporation organized and existing under the laws of the
State of Pennsylvania, and duly authorized to transact
business under the laws of the State of California, as
Surety, are held and firmly bound unto the COUNTY OF YOLO,
California, herein called Entity, duly created and existing
under and by virtue of the laws of the State of California,
and unto any and all persons entitled to file claims under
Section 3181 of the Civil Code of the State of California,
and this bond shall inure to the benefit of any and all such
persons so as to give them a right of action to them or
their assigns in any suit brought upon this bond, and
whose claims have not been paid by the Contractor, company
or corporation, in the just and full sum of Five Thousand,

Three Hundred Seventy-Five And No/100*****
DOLLARS (\$5,375.00*****) (not less than 50% of
the total contract price) in lawful money of the United
States of America, for the payment whereof well and truly to
be made to said COUNTY OF YOLO and to said persons jointly
or severally, the said Principal and surety bind themselves,
their successors and assigns, jointly and severally, firmly
by these presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the entity, which said
contract is incorporated herein, by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve-
ment to be made being particularly described in the plans,
detailed drawings and specifications entitled

COOLING IMPROVEMENT

REVISIONS TO AIR CONDITIONING - DAVIS BRANCH LIBRARY

(Plan Index No. 604.35)

W.O. # 1550

reference to which said documents and any changes and modifi-
cations which have been or may be made therein as provided
by law, is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 18th day of August, 1980.

WITNESS:

By

BUTTEMERE CONSTRUCTION & MFG.

Ronald J. Buttemere
Ronald J. Buttemere, Owner

By

"Principal"

RELIANCE INSURANCE COMPANY

"Surety"

Approved as to form:

CHARLES R. MACK

CLERK

By

By

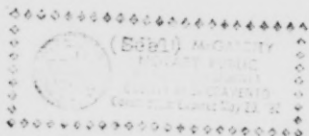
Toni M. Bogert
Attorney-in-fact

Toni M. Bogert # 9450000

On this 18th day of August in the year One Thousand Nine Hundred and Eighty, before me, Betty L. McGarrity, a Notary Public in and for the County of Sacramento, personally appeared Toni M. Bogert known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Reliance Insurance Company and acknowledged to me that he subscribed the name of the Reliance Insurance Company thereto as Principal and his own name as Attorney-in-fact.

Betty L. McGarrity
Notary Public in and for the
County of Sacramento

State of California
My Commission Expires _____



RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint

TONI M. BOBERT of SACRAMENTO, CALIFORNIA-----

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP-----

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s) in fact may do in pursuance hereof

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 30th day of August, 1978

RELIANCE INSURANCE COMPANY



Thom J. Catter
Vice President

STATE OF Washington
COUNTY OF Pierce }

On this 30th day of August, 1978 personally appeared WM. J. COTTER

to me known to be the Vice President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires

June 12, 1982



Nancy Starnes
Notary Public in and for State of Washington

Residing at Tacoma

I, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 30th day of August, 1978



Derald C. Beyer
Assistant Secretary

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1 subcontract any performance of this agreement without the express written
2 consent of COUNTY shall be null and void and shall constitute a breach of this
3 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will
4 include all the terms of this agreement in any such subcontract or assignment.

5 5. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold
6 harmless COUNTY, its officers, agents, and employees from and against all
7 claims, demands, losses, damage, liability, cost, and expenses of whatever
8 nature, including court costs and counsel fees accruing or resulting to any
9 person, firm or corporation who may be injured by PROVIDER in the performance
10 of this agreement.

11 6. INSURANCE.

12 A. Public Liability. During the term of this contract, PROVIDER shall
13 maintain in full force and effect a policy of public liability insurance with
14 minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests,
15 PROVIDER shall cause COUNTY to be named as an additional insured on said policy
16 and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

17 B. Worker's Compensation. During the term of this contract, PROVIDER
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability PROVIDER may have for worker's compensation.

22 7. TERMINATION. Either party shall have the right to terminate this
23 agreement at its sole discretion at any time upon sixty (60) days' written
24 notice to the other. COUNTY shall also have the right to terminate this agree-
25 ment immediately for failure of PROVIDER to comply with the terms and con-
26 ditions of this agreement. In the case of early termination, a final payment
27 will be made to PROVIDER upon receipt of a report covering compensation earned
28 to termination. In the event of such immediate termination, COUNTY may proceed

1 with the work in any manner deemed proper by the COUNTY. The cost to COUNTY
2 shall be deducted from any sum due to PROVIDER under this agreement, and the
3 balance, if any, shall be paid PROVIDER upon demand.

4 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
5 accounting records showing the services performed in connection with the per-
6 formance of this agreement, including working papers in any way associated
7 with the performance of this agreement and shall make such records available
8 for inspection by authorized representatives of COUNTY at any reasonable time
9 during the performance of the agreement, and for a period of three (3) years
10 from and after the date of final payment.

11 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making
12 and execution of this agreement, PROVIDER and any agents and employees of
13 PROVIDER are independent contractors and are not and shall not be construed to
14 be agents or employees of COUNTY and that PROVIDER shall have no authority,
15 expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any
16 obligation whatsoever.

17 10. TIME. Time is the essence of this agreement.

18 11. NO ALTERATIONS. No alteration or variation of the terms of this agree-
19 ment shall be valid unless made in writing and signed by the parties hereto,
20 and no oral understandings or agreement not incorporated herein, shall be
21 binding on any of the parties hereto.

22 12. LAWS.

23 A. PROVIDER shall comply fully with all applicable Federal, State,
24 and local laws, ordinances, regulations, and permits. PROVIDER shall secure
25 any new permits required by authorities having jurisdiction over the project,
26 and shall maintain any presently required permits.

27 B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
28 and any other federal, state or local law or regulation which prohibits dis-
crimination on the basis of sex, race, religion, age, handicap, or ethnic

1 background in the hiring of employees or in providing services under this
2 agreement.

3 13. COMPENSATION. The consideration to be paid PROVIDER, as provided
4 herein, shall be in compensation for all of PROVIDER'S expenses incurred
5 in the performance hereof, including travel and per diem, unless otherwise
6 expressly so provided.

7 14. PROVIDER shall be responsible for the selection and procurement
8 of necessary supplies and incidentals for provision of services under this
9 agreement.

10 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
11 successors of each of the parties.

12 16. PAYMENT. The COUNTY, for and in consideration of the covenants,
13 conditions, agreements, and stipulations of the PROVIDER herein expressed,
14 does hereby agree to pay as total compensation to PROVIDER the sum of
15 \$4,400.00 in twelve (12) monthly payments, for the months beginning July 1,
16 1980 and ending June 30, 1981. PROVIDER shall submit a claim to the Director
17 of Social Services of COUNTY at the end of each month.

18 17. TERM. The term of this contract shall commence on July 1, 1980 and
19 end on June 30, 1981.

20 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are
21 held invalid, the remainder of this contract shall not be affected thereby,
22 if such remainder would then continue to conform to terms and requirements
23 of applicable law.

1 19. The waiver of any breach of any provision of this agreement shall not
2 be contrued to be a waiver of a breach of any other provision of this agree-
3 ment, or of any such subsequent breach thereof.

4 IN WITNESS WHEREOF, this agreement has been executed by the parties
5 hereto.

6 COUNTY:

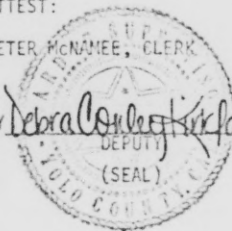
7 COUNTY OF YOLO, a political subdivision
8 of the State of California

9
10 BY: Lynla J. Thompson
11 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

12 ATTEST:

13 PETER McNAMEE, CLERK

14 BY: Debra Coultas Kirkland



15
16 PROVIDER:

17 WOODLAND VOLUNTEER BUREAU
18 509 College Street
19 Woodland, CA 95695

20 BY: Suzanne M. Lopez

21 Authorized Representative

22
23 APPROVED AS TO FORM

24 CHIEF DEPUTY CLERK

25 Elizabeth A. Heltz
26 COUNTY CLERK
27
28

EXHIBIT A
(WOODLAND VOLUNTEER BUREAU)

WOODLAND VOLUNTEER BUREAU
747 CLEVELAND STREET
WOODLAND, CA 95695
(916) 662-4955

HOURS: With the assistance of the Woodland Police Department, services are available twenty-four hours a day seven days a week.

PROGRAM: The Woodland Volunteer Bureau serves all destitute persons who are without means for providing the necessities of life.

The Bureau provides food, clothing, housing, transportation services, gasoline, and emergency funds for those destitute persons referred to them by the County and other community based agencies.

The Bureau has some 60 volunteers and a part-time paid coordinator.

COLLEGE WORK-STUDY PROGRAM AGREEMENT

FILED

Between
University of California, Davis
and
Off-Campus Organization

AUG 29 1980

PETER McNAMEE, Clerk
By *John G. Ireland*
DEPUTY

NO. 80-243

THIS AGREEMENT, entered into this first day of July, 1980 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University," and COUNTY OF YOLO, a (4) COUNTY (nonprofit organization), hereinafter called "Organization,"

W I T N E S S E T H

WHEREAS, the University has applied for a grant by the U.S. Commissioner of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and has been amended by the Higher Education Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6, 1967, and has been amended by the Educational Amendments of 1972, Public Law 92-318 and the Educational Amendments of 1976, Public Law 94-482, to stimulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment in order to pursue courses of study at institutions of higher education such as the University; and,

WHEREAS, the University and the Organization desire that certain of the University's students engage in work for public and certified tax exempt private nonprofit organizations under the Work-Study Program authorized by the Act; and,

WHEREAS, the Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement shall supersede any and all prior agreements between the University and the Organization regarding the operation of a Work-Study Program under the provisions of the College Work-Study Program.
2. The University shall be considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It shall also determine that the student meet the eligibility requirements for employment under the College Work-Study Program, refer students to work for the Organization, and determine that the students do perform their work in fact. The Organization's right shall be limited to direction of the details and means by which the result is to be accomplished.
3. The University further agrees to use its best efforts to supply students of proper capability but in no event shall be liable to the Organization for their acts of commission or omission.

4. The University of California does not discriminate on the basis of race, color, national origin, religion, sex or handicap in violation of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973; nor does the University discriminate against any employee or applicants for employment on the basis of their age or veteran's status in violation of the Age Discrimination in Employment Act of 1967 or Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. No student shall be denied participation in the Work-Study Program in violation of such laws.

5. The Organization shall use the services of students furnished by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. The general services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A."

6. This agreement shall be subject to the availability of funds to the University for the student's compensation not to be paid by the Organization. It shall also be subject to the provisions contained in the Federal statutes and regulations governing the College Work-Study Program cited above, and this agreement, in its entirety, as now amended, or from time to time amended, shall be subject to regulations implementing said legislation.

7. The work performed by such students shall be in the public interest and shall not:

- a. Displace employed workers, impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike.

- b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office.

- c. Involve any lobbying on the Federal level.

- d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

8. It is agreed that neither the University nor the Organization shall have any obligation to provide transportation for students to and from their work assignments or for compensation in lieu thereof.

9. The Organization agrees to:

- a. Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Organization procedures.

- b. Provide the student with an explanation of his/her duties, performance requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.

16. The Organization shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63", naming as an additional insured in connection with the Organization's activities, the University, but only with respect to such liabilities as may arise out of the Organization's activities hereunder. The Organization's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University.

The University shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63", naming as an additional insured in connection with the University's activities, the Organization but only with respect to such liabilities as may arise out of the University's activities hereunder. The University's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the Organization except that the above provisions shall not apply with respect to the negligence of the Organization.

17. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

18. This agreement shall terminate on the thirtieth day of June, 1981, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY Jonellen C. Goddard
Jonellen C. Goddard
Research Coordinator

BY Twyla J. Thompson
TWYLA J. THOMPSON
CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY Charles R. Mack
DEPUTY COUNTY COUNSEL

Please use this form to update your last Exhibit "A" (which has been included for your reference). Return one copy with your signed Agreement and retain the second copy for your office record.

EXHIBIT "A"

Name of Organization with which written College Work-Study Program Agreement has been made:

COUNTY OF YOLO

NAME OF ORGANIZATION

COURTHOUSE, ROOM 102

ADDRESS

WOODLAND, CALIFORNIA 95695

CITY

NAME OF DIRECTOR OR PRESIDENT

DENNIS P. ARZAGA

ORGANIZATION'S CONTACT PERSON
FOR THE WORK-STUDY PROGRAM

A general job description of work activities in which the student will be engaged:

STUDENT AIDE
\$3.10 MINIMUM

Hourly Wage \$3.62

Number of Students 3-5

Under close direction and supervision, the student/s will: assist in a wide variety of

administrative and professional tasks in one

of various County Departments; these students

will provide research assistance, write reports

and make recommendations on matters under study.

FILED

AGREEMENT NO. 80-244
(Clarksburg Branch Library Lease)

AUG 21 1980

PETER McNAMEE, Clerk
By Debra G. G. G. G.
DEPUTY

THIS LEASE, made and executed this 19th day of August, 1980,
by and between FRIENDS OF THE CLARKSBURG PUBLIC LIBRARY, Clarksburg, California,
a non-profit California corporation, hereinafter called LESSORS, and the COUNTY
OF YOLO, a political subdivision of the State of California, hereinafter called
LESSEE:

W I T N E S S E T H :

RECITALS:

1. The COUNTY OF YOLO is desirous of obtaining adequate premises for the
accommodation of the Clarksburg Branch Library, Clarksburg, California, and
for everything necessary and incidental thereto.
2. The FRIENDS OF THE CLARKSBURG BRANCH LIBRARY, INC., owns a building which
is appropriate for the aforesaid purposes.
3. It is the intent of the parties to this lease to insure that adequate pre-
mises be made available for the accommodation of the Clarksburg Branch
Library in a site which is appropriate, well maintained and aesthetically
pleasing.

AGREEMENTS:

1. Description: LESSOR hereby leases to LESSEE, and LESSEE hereby hires, on
the terms and conditions hereinafter set forth, those certain premises
situated in Clarksburg, Yolo County, California, and described as follows:
All of Lots 5 and 6, Block K of Holland Land Co. Subdivision No.
10-A, Clarksburg, Yolo County, California, and, of the building
located thereon, that portion of the said building which has
heretofor been leased to "Lessee", for the purposes of housing
the Clarksburg Branch Library, and which was the earlier con-
structed portion of the above described building, containing
1850 sq. ft. more or less; EXCEPTING THEREFROM the Southerly
portion of the aforesaid building, which is the later constructed
portion of the aforesaid building; and RESERVING THEREFROM the
non-exclusive right to the use of all common areas, parking areas,
roads and sidewalks located on the aforesaid parcel, specifically
limited to the purpose of providing access, parking, and the use
of the common areas for the visitors and patrons of the aforesaid
Southerly portion of the building excepted from this lease.

2. Term:

- a. The term of this lease shall be for a period of three (3) years, commencing September 1, 1980 and terminating August 31, 1983.
- b. LESSOR hereby grants to LESSEE an option to renew this lease for an additional term of three (3) years from and after the date of expiration of the original term, on the same terms and conditions as herein agreed upon by the parties; provided however, that upon the exercise of the option to renew this lease, the rent shall be renegotiated. Written notices of LESSEE's intention to renew this lease shall be given to LESSOR not less than thirty (30) days prior to the expiration of this lease.

3. Rent:

- a. LESSEE shall pay rent in the amount of ONE HUNDRED EIGHTY FIVE DOLLARS (\$185) per month, payable at the end of each calendar month for rent earned during that month, during the term of this lease, hereinafter called "base rent".

4. Utilities:

- a. LESSEE shall pay all utilities which service the above described premises leased by LESSEE, including electricity, heating, cooling, water, sewage, telephone, garbage and waste disposal.
- b. LESSOR shall pay all utilities which service the portion of the above described premises excepted from this lease.

5. Maintenance:

- a. LESSOR at its own expense during the term of this lease or any renewal hereof shall provide and maintain the following: roof, exterior walls, interior walls, ceilings, glazing, all windows, all doors and all mechanical facilities of the leased premises including all electrical fixtures, all plumbing and water pipes and fixtures, a hot water heater, all heating and air conditioning and fixtures, and all flooring, and all painting and glazing of the entire premises, both interior and exterior.

1 LESSOR shall at its sole expense provide for the cleaning of all carpet-
2 ing located in the leased premises, and if necessary, the replacement of
3 the aforesaid carpeting in the discretion of LESSOR.

4 b. LESSEE will not commit or suffer to be committed any waste upon the said
5 premises, or any private or public nuisance, or other act or things
6 which may disturb the quiet enjoyment of any other tenant in the building
7 in which the premises are located, and LESSEE will not make, or suffer
8 to be made, any alterations of the premises, or any part thereof without
9 the written consent of the LESSOR first had and obtained.

10 c. LESSEE shall replace at its expense all light globes and starters
11 required during the term of this lease or any renewal hereof.

12 d. Gardening and Janitorial Services: LESSOR shall provide for all garden-
13 ing and janitorial services required on the premises.

14 6. Photocopier Machine: LESSOR agrees to install and at its sole expense to
15 maintain a suitable photocopy machine on the premises of the Clarksburg
16 Branch Library, said photocopier to be available for use by the employees
17 and patrons of said branch library, and all proceeds therefrom to be
18 collected by and retained by LESSOR. LESSEE hereby licenses and necessary
19 floor space for said machine to be installed by LESSORS.

20 7. Assignment and Subletting: LESSEE shall not assign this lease, or any
21 interest herein, and shall not lease or underlet the said premises, or any
22 part thereof, or any right or privilege appurtenant thereto, without the
23 written consent of landlord first had and obtained.

24 8. Fixtures: All fixtures and partitions made or installed by said LESSEE in
25 the leased premises shall remain the property of said LESSEE, and shall be
26 removed by LESSEE upon the expiration of this lease, or any renewal hereof.

25 ///

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1 9. Fire Insurance Rates: LESSEE shall not do anything in the premises, nor
2 bring or keep anything therein which will in any way increase or tend to
3 increase the risk of fire or the rate of fire insurance, or which shall con-
flict with the regulations of any fire district having jurisdiction.

4 10. Covenant of Quiet Enjoyment: LESSOR hereby covenants and agrees that the
5 LESSEE, upon paying the aforesaid rent and performing the other covenants,
6 terms and conditions of this lease, may and shall have the right at all
7 times, under the terms of this lease, to quietly and peaceably hold posses-
sion, use, occupancy and enjoyment of the leased premises.

8
9 11. Termination: LESSOR acknowledges that this agreement is for a term of three
10 (3) years; provided however, notwithstanding anything contained to the
11 contrary in this Agreement, LESSOR agrees that LESSEE may terminate this
12 Agreement at any fiscal year end with thirty (30) days prior written notice
to the LESSOR for any one of the following reasons:

- 13 1. LESSEE has exhausted all funds legally available for payments to become
14 due under this Agreement; or
15 2. Funds which have been appropriated are withheld and are not made avail-
16 able to LESSEE; or
17 3. An appropriation of funds for the next fiscal year is made, but prior
to actual release such appropriation is withdrawn.

18 Upon the expiration of the notice period after the happening of the above,
19 LESSEE's obligation under this Agreement shall terminate provided the LESSEE
20 has made all payments required to date of termination, and further provided
21 that all other obligations of LESSEE including the obligations to return
the property at LESSEE's expense in the same condition as when leased,
ordinary wear and tear excepted.

22
23 12. Miscellaneous Provisions:

- 24 a. This lease shall be binding upon, and inure to the benefit of the
successors in interest of the parties.

25 ///

26 ///

1 b. All notices required hereinafter shall be deemed properly served when
2 deposited, postage prepaid and registered, in the United States Mail,
3 addressed to:

4 LESSOR: Friends of the Clarksburg Library LESSEE: County of Yolo Library
5 P.O. Box 441 535 Court Street
6 Clarksburg, Ca 95612 Woodland, Ca 95695

7 c. Each term and each provision of this lease performable by either party
8 shall be construed to be both a covenant and a condition.

9 IN WITNESS WHEREOF, the parties hereto have set their hands and seals
10 the day and year first above written.

11 COUNTY OF YOLO, a political subdivision
12 of the State of California, LESSEE

13 BY Guyle J. Thompson
14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15 FRIENDS OF THE CLARKSBURG PUBLIC LIBRARY
16 Clarksburg, California, LESSOR

17 BY William S. Fraser

18 (corporate seal)

19 ATTEST:

20 PETER McNAMEE, COUNTY CLERK

21 BY Jean Orser deputy

22 (SEAL)

23 APPROVED AS TO FORM

24 CLERK OF THE COUNTY BOARD

25 By Rosamund
26 DEPUTY COUNTY CLERK

FILED
AUG 21 1980

AGREEMENT NO. 80-245

PETER J. HANCOCK, Clerk
By Donald C. Hays (Agreement for Referral of Comprehensive Driving While Under
the Influence Treatment Project Eligible Yolo County Residents)

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THIS AGREEMENT, made and entered into this 19th day of
August, 1980, by and between the County of Yolo, a political
subdivision of the State of California, hereinafter referred to as COUNTY, and
A.K. Bean Foundation, a Private non Profit Corporation, hereinafter referred
to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The Yolo County Alcohol and Drug Plan requires the Yolo County Health Services
Agency, Alcohol and Drug Department, hereinafter called ADDICTIONS, to offer
a comprehensive driving while under the influence treatment project to
COUNTY residents referred by COUNTY judges, hereinafter referred to as
RESIDENTS.
2. ADDICTIONS DOES NOT OPERATE such a project itself.
3. PROVIDER represents it operates such a project.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the
provision of a comprehensive driving while under the influence treatment
project under the terms and conditions set forth in this agreement.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in
hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S
promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit
"A" and incorporated herein by reference thereto; provide to RESIDENTS
a comprehensive Driving While Under the Influence Treatment Project
identical to the project provided SOLANO COUNTY RESIDENTS.

- 1 b. Designate a representative or representatives for administrative and
2 program affairs.
- 3 2. ADDICTIONS' SERVICE OBLIGATIONS:
- 4 a. Designate representative or representatives for administrative and
5 program affairs.
- 6 3. COUNTY'S DESIGNATED REPRESENTATIVES:
- 7 a. Responsibility for this Agreement lies with ADDICTIONS' Program Chief.
8 b. Program Chief may designate operational representatives from time to
9 time in writing to PROVIDER to perform specific tasks or liaison
10 functions.
- 11 4. ASSIGNMENT/SUB-CONTRACTING:
- 12 a. PROVIDER may not assign or sub-contract its responsibilities except
13 on the advance written authorization of COUNTY'S herein designated
14 representative.
- 15 5. RECORDS
- 16 a. PROVIDER shall for four (4) years maintain records of all receipts
17 and expenditures, for whatever purposes received or expended, in
18 accordance with generally accepted accounting principles, separately
19 identifying revenues received and expenditures made pursuant to this
20 agreement.
- 21 b. PROVIDER shall make said records available for audit by COUNTY,
22 ADDICTIONS or STATE auditors upon the request of ADDICTIONS
23 representatives. Said request will provide at least one full working
24 day's notice of the impending audit.
- 25 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
26 PROVIDER is an independent contractor and is not subject to the direction
27 and control of COUNTY except as to final result. PROVIDER shall be
28 solely liable and responsible to pay all required taxes and other

obligations, including, but not limited to, applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

- a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.
- b. Provider shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of at least \$100,000/\$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said Working protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of ADDICTIONS and PROVIDER. Said Working Protocols shall include as a minimum provisions by which resident referral is accepted by PROVIDER.

9. COMPENSATION:

- a. The compensation of PROVIDER shall consist of the PROVIDER'S retention of all revenues generated by referrals.

10. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written

1 or verbal understanding of the parties, their officers, agents, or em-
2 ployees shall be valid unless in the form of a written amendment to this
3 agreement which is formally approved and executed by the parties executing
4 this agreement or their successors in office.

5 11. NOTICE: Any notice to be given parties to this agreement may be given
6 personally or by depositing same postmarked and registered in the United
7 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
8 designated representatives, as applicable, at the last known address of
9 each.

10 12. TERM:

- 11 a. This Agreement shall commence on execution and terminate on
12 June 30, 1981, unless otherwise provided herein in Agreement 12 b.
13 b. This agreement may be terminated by either party upon thirty (30)
14 days written notice to the other of such intent.
15 c. Should either party give notice of cancellation both parties will
16 exert their best efforts in good faith to find alternatives for
17 RESIDENTS still requiring services of the type PROVIDER renders.

18 IN WITNESS WHEREOF, the parties hereto have executed this agreement
19 as of the day and year hereinabove set forth.

20 COUNTY OF YOLO, a political subdivision
21 of the State of California

22 by George J. Thompson
23 CHAIRMAN OF THE BOARD OF SUPERVISORS

24 ATTEST:

25 PETER McNAMEE, COUNTY CLERK

26 BY Jan Orser
27 DEPUTY

28 A.K. BEAN FOUNDATION, a private Non
profit Corporation

APPROVED TO FORM:
CHARLES D. MACK
COUNTY COUNCIL

Elizabeth A. Smith
COUNTY COUNCIL

BY Nailyn Zamora

Working Protocols

Provisions for Referral

The A. K. Bean Foundation provides referral forms which are made available to Yolo County residents.

REFERRAL PROCESS

ARREST

ARRAIGNMENT

- Defendant referred to probation for pre-sent. report (optional)

PROBATION

- Completes pre-sent. report
- Explain SB 38 Program

COURT

- Probation order states that individual may participate in SB 38 program.
- Mails copy of probation order to A.K. Bean Foundation within three days.

DEFENDENT

Defendent appears for intake

Defendent fails to appear for intake

A.K. BEAN FOUNDATION

- Completes intake within ten days.
- Sends notice of admission to court and probation.
- Starts SB 38 services within 11 days.

A.K. BEAN FOUNDATION

- Sends court and probation notice of termination

COURT

- Sends abstract (Form DL 101) to DMV.

COURT

- Sends abstract to DMV indicating termination from program.

**INT. COUNTY ASSIGNMENT FORM FOR STATE
APPROVED DRINKING DRIVER PROGRAM
PARTICIPANTS UNDER STATS. 1977, CHAPTER 890.**

Distribution: Court
Defendant
County Alcoholism Administrator (2)

COURT NAME YOLO COUNTY MUNICIPAL COURT		FOR COURT USE DL#	
COUNTY Yolo		Arrest Date:	
ADDRESS PO Box 277, Woodland, CA		BAC	CASE NO.

NAME (FIRST, MIDDLE, LAST)		TELEPHONE NO.	BUSINESS TELEPHONE NO.
RESIDENCE ADDRESS		ZIP CODE	
BUSINESS ADDRESS		ZIP CODE	

Court Date: _____ Incarcerated from _____ to _____

A. INSTRUCTIONS - READ CAREFULLY

1. Defendant shall report to the County Alcoholism Administrator shown below for assignment to an approved Post-Conviction Drinking Driver Program on or before: _____
DATE NO LATER THAN 7 DAYS FROM NOW

NAME OF COUNTY ALCOHOLISM ADMINISTRATOR A. K. BEAN	COUNTY SOLANO/YOLO
ADDRESS OF COUNTY ALCOHOLISM ADMINISTRATOR (OR HIS/HER DESIGNEE) IN COUNTY OF RESIDENCE 744 Empire Street, suite 109, Fairfield, CA	

2. Defendant shall report for participation to such assigned Post-Conviction Drinking Driver Program within 21 days of court referral, excluding days incarcerated. Such DDP shall immediately notify this court of defendant's enrollment by completing this form and returning it to the court.

3. Defendant shall abide by all terms and conditions of his/her probation as ordered by this court.

Defendant's Statement: I certify (or declare) under penalty of perjury that I have read and agree to comply with the terms and conditions of probation, including those listed above.

Signed _____ Date _____
DEFENDANT'S ORIGINAL SIGNATURE

- B. DEFENDANT'S AND COUNTY ALCOHOLISM ADMINISTRATOR'S (or his/her designee) COPIES**—To be completed and returned to convicting court within 21 days of court referral by DDP provider, if defendant appears, or by County Alcoholism Administrator (or his/her designee) if defendant fails to appear.

I certify (or declare) under penalty of perjury that the defendant named on this form:

- ☐ Enrolled in an approved DDP on _____ DATE OF ENROLLMENT ☐ Failed to enroll.

SIGNATURE	DATE
NAME (PLEASE PRINT OR TYPE)	TITLE
ADDRESS	

- C. FOLLOW-UP REPORT**—To be completed by DDP provider and returned to court immediately upon defendant's failure to comply with DDP requirements as spelled out in Chapter 890, effective January 1, 1978, and pertinent to Department of Alcoholism and Drug Abuse Standards, or upon defendant's successful completion of DDP.

I certify (or declare) under penalty of perjury that the defendant named on this form:

- ☐ Has failed to comply with DDP requirements and will be/was terminated on _____ (Documented proof attached.) ☐ Successfully completed the DDP on _____

SIGNATURE	DATE
NAME (PLEASE PRINT OR TYPE)	TITLE
ADDRESS	TELEPHONE NO.



A. K. BEAN FOUNDATION

EMPIRE STREET, SUITE 109, FAIRFIELD, CA 94531

607 CAROLINA STREET, VALLEJO, CALIFORNIA 94590

CONVICTED DRINKING DRIVER PROGRAM

REFERRAL REMINDER

Dear

On _____ you were ordered by the Court to participate in the Solano County Convicted Drinking Driver Program as a condition of retaining your driving privilege. The Program allows five (5) days for you to appear.

Unless you appear in person at our office by _____, your case will be returned to the Court for the suspension of your drivers license.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

Arlen K. Bean
Project Director

Distribution: White/Client, Pink/Case File

Form #7 2/78

NAME _____
Last First MiddleCURRENT ADDRESS _____
Street

CITY _____ ZIP CODE _____

SOCIAL SECURITY NUMBER _____

COURT DOCKET NO. _____ DRIVERS LICENSE NO. _____

TELEPHONE: Home _____ Business _____

DATES: Admission _____ Termination _____

JUDICIAL DISTRICT: ☐ Fairfield ☐ Vallejo Transfer _____

Distribution: Master Name Card File

MC-1

PROGRAM FEE	\$	DUE	PAID
DOWN PAYMENT	\$		
MONTHLY PAYMENT	\$		
INTAKE BY:			
GROUP			
FACILITATOR			
MENTOR			
FIRST APT.			

COMMUNES

PERSONAL HISTORY FORM

1. Name _____

Last
First
Middle
2. Address _____

Street
3. City _____ Zip Code _____
4. Telephone Number _____

Home
Business
5. If you have no phone, please give a number where you can be reached within 48 hours. _____
6. Date of Birth _____ 7. Driver's License # _____
8. Social Security Number _____
9. Date of Current Arrest _____
10. Age _____ 11. Sex _____
12. Exact Years of Education Completed _____
13. Race/Ethnicity _____
14. Can you speak and read English? Yes No Specify _____
15. Marital Status _____
16. How many times have you been married? _____
17. How many times have you moved your household in the past five years?
 _____ times
18. Have your living conditions worsened stayed the same
 improved in the past 12 months?
19. Number of dependents other than yourself _____
20. Indicate support status:

support self and family
supported by family and/or friends

support self
public assistance/disability

retired

21. Indicate your employment status last year:

employed all year

employed 1 to 5 months

employed 6 to 11 months

not employed

22. Indicate your employment status last week:

full-time

not employed

part-time

retired

23. Number of jobs in the past 3 years _____

24. Length of time at present job _____

25. Place of employment _____

26. Occupation _____

27. Income:

Average monthly gross individual income: _____ per month

Average monthly gross family income: _____ per month

28. How many homes do you own? _____

How many vehicles do you own? _____

Do you own property? Yes No

29. During the past 5 years, how many times have you been hospitalized for injury? _____ illness? _____

30. Are you currently under treatment for health problems? Yes No
If Yes, please specify _____

31. Do you currently have car insurance? Yes No

32. Does your job depend on having a driver's license? Yes No

33. Do you drive a company car? Yes No

34. Blood Alcohol Level at time of last arrest _____

35. Number of driver-related drinking convictions (include current arrest)
_____ convictions

36. Number of auto accidents in last 3 years _____

37. Were there any personal injuries involved in the incident associated with the last arrest? Yes No

38. If there was any damage to automobiles or other property in the incident associated with the last arrest, what is your estimation of the dollar amount of damage? _____

39. Days of jail time sentenced to _____

40. Days served _____ 41. Amount of fine _____

42. Are you currently on probation for any other offense? Yes No
If Yes, please specify _____

43. Judicial District: 44. Court Department # _____

Fairfield 45. Docket Number _____

Vallejo 46. Conviction Date _____

Transfer 47. P.O. _____

48. Type of Probation:

Formal Informal None

49. Amount of Program Fee _____

50. Amount of Down Payment _____

51. Amount of Monthly Payment _____

52. Group Facilitator _____

53. Monitor Assigned _____

54. Group Assigned _____

Intake by: _____ Dated: _____

Comments: _____



FAIRFIELD (707) 424-8888
VALLEJO (707) 642-6947

A. K. BEAN FOUNDATION

EMPIRE STREET, SUITE 109, FAIRFIELD, CA 94533

607 CAROLINA STREET, VALLEJO, CALIFORNIA 94590

CONSENT TO RELEASE OR EXCHANGE INFORMATION

All information collected by the Program is confidential and may not be released without the written consent of the person concerned. Its use is restricted to purposes of monitoring and evaluation of SB-38 Programs, and only then with the informant's written consent.

Client information is provided to the California Department of Motor Vehicles, Office of Alcoholism, the judicial system, and the County Office of Alcoholism Services pursuant to authority provided in:

1. California Health and Safety Code, Section 211.5
2. California Welfare and Institutions Code, Sections 5328 and 19949
3. Federal Regulations published by the U. S. Department of Health, Education, and Welfare, Public Health Services... see Federal Register, Volume 30, Number 127, Page 27802 through 27821

If a client wants information released or exchanged to anyone not listed above, indicate person and relationship below. Refusal to provide requested information may be considered lack of cooperation in complying with Program requirements and can result in notification of such to the Court.

I consent to the release or exchange of information within my case file as indicated above and/or to _____, _____
person relationship

DATE: _____

SIGNED: _____

WITNESSED: _____

For A. K. Bean Foundation

A. K. BEAN FOUNDATION

PROGRAM CONTRACT
SB 38 PROGRAM

_____, have received, read, and understand all the terms and conditions of this contract and agree to abide by the following rules and regulations. I further understand that failure to comply with the following Program requirements will result in the REVOCATION OF MY DRIVING PRIVILEGE.

PROGRAM RULES AND REGULATIONS:

- A. Attend 26, 2-hour bi-monthly group counseling sessions as scheduled by the Program Provider.
- B. Attend 26 bi-monthly individual conferences of at least 15 minutes each.
- C. Attend 12 hours of informational and educational classes as scheduled by the Provider.
- D. Provide information to the Program Provider relative to current address, employment and financial status, and to take tests and questionnaires the Program Provider deems necessary to administer the Program. Financial information reported for fee-setting purposes shall be subject to periodic verification.
- E. Report sober for all scheduled sessions.
- F. Accept referrals for supplementary treatment if requested by the Provider.
- G. Pay fees as agreed in this contract.
- H. Limit absences to no more than five, make up all absences, and furnish proof of illness or employment emergency if requested by Program staff.
- I. Comply with any other requirements imposed by the court as a condition of referral.

I further understand that a subsequent alcohol or drug-related driving conviction will result in a termination from the Program or if I voluntarily remove myself or am terminated from the Program, such action will cause my DRIVING PRIVILEGE TO BE REVOKED.

The Program commencement date is _____ and will conclude approximately _____. The total cost of the services will be \$_____, with an un-refundable down payment of \$_____ due on _____, and the balance payable in _____ monthly payments of \$_____ each. Monthly payments are to be mailed to the _____ office by the _____ of each month with the first monthly payment due on _____.

SPECIAL CONDITIONS:

I also agree to pay a \$5 make-up fee for each absence from a two-hour or fifteen minute session and a \$15 make-up fee for each absence from the six-hour educational classes.

In the event of a transfer or termination from the Program, all accrued fees for services up to the date of transfer or termination will immediately become due and payable. If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs associated with the collection action.

I also acknowledge that I have received a copy of the Program's Client Rules and Regulations

_____ (Initial)

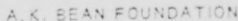
Client's Signature

For A. K. Bean Foundation

FEES CHART

I, _____, have read, understand, and agree to meet the Program
 Client's Signature
 payment fees as described in the contract (____ / ____ / ____).

	AMOUNT DUE	DATE DUE	DATE PAID	AMOUNT PAID	INITIAL
Down Payment					
First Month					
Second month					
(60 Day Report) Third Month					
Fourth Month					
Fifth Month					
Sixth Month					
(180 Day Report) Seventh Month					
Eighth Month					
Ninth Month					
Tenth Month					
Eleventh Month					
Twelfth Month					
Make-up					
Make-up					
Make-up					
Make-up					
Make-up					
FINAL REPORT					
Education					
Education					



FAIRFIELD (707) 429-8988
VALLEJO (707) 642-8447

44 ESCOPIER STREET, SUITE 109, FAIRFIELD, CA 94533

607 CAROLINA STREET, VALLEJO, CALIFORNIA 94590

NOTIFICATION OF ADMISSION

SOLANO SB-38 PROGRAM

TO JUDGE _____ DEPARTMENT NUMBER _____

JUDICIAL DISTRICT: FAIRFIELD VALLEJO TRANSFER

CONCERNING: _____
Name of Referral

DOCKET NUMBER _____ DRIVER'S LICENSE NUMBER _____

On _____, the person named above was admitted to the Solano SB-38 Program and has agreed to abide by all the terms and conditions imposed for participation in the 12 month program. The court will be notified within five (5) days in the event services are terminated for any reason. Your staff can follow up on the status of the case at any time by calling the Program office at 642-8947 in Vallejo or 429-8888 in Fairfield.

Dated: _____

For A. K. Bean Foundation

Distribution: White/Court, Yellow/Probation, Pink, Case File Form #8 5/78

Community Service • Education • Research

DDP INTER-PROVIDER TRANSFER FORM FOR STATE APPROVED DDP

DDP NAME _____ COURT NAME _____
 DDP ADDRESS _____ COURT ADDRESS _____
 CONTACT PERSON _____ DOCKET NUMBER _____
 ENROLLMENT DATE _____ FEE _____ CONVICTION DATE _____
 PAID THROUGH _____ PROBATION: _____ FORMAL _____ SUMMARY _____

CLIENT NAME _____
 (FIRST, MI, LAST - Please Type or Print Legibly)

RESIDENCE _____ ZIP CODE _____

BUSINESS ADDRESS _____ ZIP CODE _____

RESIDENCE TELEPHONE () _____ BUSINESS TELEPHONE () _____

(A)

INSTRUCTIONS - READ CAREFULLY

- Client shall report to _____
 (DDP or County Alcoholism Administrator to which transferred)
 at _____
 on _____ at _____ a.m./p.m. for intake and assignment or shall telephone
 (date) _____ for appointment. Telephone No. () _____.
- Client has completed _____ hours of DDP group process and/or _____ hours of individual
 counseling as well as _____ hours of DDP educational component.
- Client's last face-to-face interview was on _____. The next face-to-
 face interview is due on or before _____.
- Client shall continue to comply with all terms and conditions of his/her probation
 as ordered by the court. (Copy/Summary attached: YES NO.)

CLIENT'S STATEMENT: I certify or declare that I agree to transfer to _____
 _____. I will report on date assigned and participate fully in the
 program as required. I understand that all of the terms and conditions ordered by the
 court remain in effect.

(Signed) _____ Date _____
 (Client's original signature)

APPROVED BY: _____ Date _____
 (County Alcoholism Administrator)

Distribution: Client, Client's File in DDP(s), Court, Probation (if applicable),
 County Alcoholism Administrator(s)

(B) CONFIRMATION OF TRANSFER

(To be completed by receiving DDP upon approval of County Alcoholism Administrator.
Completed form shall be returned to court within 10 days of enrollment.)

CLIENT NAME _____ COURT NAME _____

I certify or declare that the client named above:

_____ Enrolled in this approved DDP on _____.

_____ Failed to enroll.

(Signed) _____ Title _____ Date _____

Name (Please Print) _____ DDP Name _____

Address _____ Zip Code _____ Telephone () _____

APPROVED BY: _____ DATE _____
(County Alcoholism Administrator)

(C) NOTIFICATION OF COMPLETION OR TERMINATION

(To be completed by receiving DDP and returned to court immediately upon client's failure to comply with DDP requirements as spelled out in Chapter 899, effective January 1, 1978, and pertinent Department of Alcohol and Drug Abuse regulations, or upon client's successful completion of DDP program.)

I certify or declare under penalty of perjury that the client named above:

_____ Has successfully completed the DDP.
Date of Completion: _____.

_____ Has failed to comply with DDP requirements.
Documented proof attached.

(Signed) _____ Title _____ Date _____

Name (Please Print) _____ DDP Name _____

Address _____ Zip Code _____ Telephone () _____



FAIRFIELD (707) 429-8888
VALLEJO (707) 642-8747

A. K. BEAN FOUNDATION

4 EMPIRE STREET, SUITE 109, FAIRFIELD, CA 94533

607 CAROLINA STREET, VALLEJO, CALIFORNIA 94590

PRETERMINATION NOTICE

I am signing this notice. This may be furnished to the Court acknowledging that I have been delinquent by more than 75 days in payment of Program fees. I agree to make payments of at least _____ by the _____ of each month.

I understand that I will be subject to immediate termination for being delinquent by more than _____ days on any payment, agreed upon above.

A termination from the Program will result in a suspension of my driving privilege, and a referral back to Court for a violation of my probation.

I understand this in no way alters my total Program fee agreed to in my contract. Dated _____. Due in full prior to my completion of the Program.

DATED _____

Client's Signature

For A. K. Bean Foundation



A.K. BEAN FOUNDATION

EMPIRE STREET, SUITE 109, FAIRFIELD, CA 94533

607 CAROLINA STREET, VALLEJO, CALIFORNIA 94590

NOTICE OF INTENT TO TERMINATE

This notice is to advise you that you will be terminated from the SB-38 Program within 14 days unless a satisfactory arrangement is made to pay your Program fees. This action is necessary out of fairness to paying clients and because we consider the payment of fees a good indication of the personal responsibility you accept for the Program and the value you place on the benefits of SB-38 and your driving privilege.

If you are terminated from the Program, you should know that:

- Your driving privilege will be revoked for a period of one to three years FROM THE DATE OF TERMINATION.
- You cannot enter another SB-38 Program for FOUR YEARS.
- Before your license is reinstated, you will have to post mandatory proof of insurability with D. M. V. for either four or six years depending on the number of prior offenses.
- The Program will proceed with a collection action in Small Claims Court to recover all fees and charges accrued up to the date of termination plus allowed court costs.
- You will be referred back to Probation and Court on a violation of Probation.

Date _____

Client's Signature _____

Delinquent Balance \$ _____

For A. K. Bean Foundation _____



FAIRFIELD (707) 429-8848
VALLEJO (707) 642-8947

A. K. BEAN FOUNDATION

744 EMPIRE STREET, SUITE 109, FAIRFIELD, CA 94533

607 CAROLINA STREET, VALLEJO, CALIFORNIA 94591

DATE:

TO:

Dear

You were terminated from the SB-38 Program on _____ owing
a delinquent balance of _____ on your Program contract.

The courtesy of this letter is extended to give you the opportunity
to pay this claim without the additional embarrassment and expense of
litigation. You should understand that this is not the first of a series
of collection letters--NO OTHER NOTICE OR DEMAND WILL BE GIVEN!

Your response is expected within fifteen (15) days from the date of
this letter--either payment in full or a substantial payment on the ac-
count with an indication of when the balance may be expected.

Very truly yours,

Arlen K. Bean
Executive Director

A.K. BEAN FOUNDATION

LEJO OFFICE

8 Sonoma Blvd.
 San Francisco, Ca 94133
 Telephone (707) 642-8947

FAIRFIELD OFFICE

744 Emery St. Suite 104
 Fairfield, Ca 94504
 Telephone (707) 428-3533

NOTIFICATION OF TERMINATION

SOLANO SB 38 PROGRAM

TO JUDGE _____ DEPARTMENT NO. _____

JUDICIAL DISTRICT: _____ FAIRFIELD _____ VALLEJO _____ OTHER _____

CONCERNING _____
 Name of Referral

DOCKET NO. _____ DRIVERS LICENSE NO. _____

_____ The above named client has successfully completed the Solano SB 38 Program.

_____ The above named client failed to complete the Solano SB 38 Program for the following reason: (Check One)

- _____ 1. Failed to make initial contact.
- _____ 2. Failed to attend group meetings or individual sessions.
- _____ 3. Failed to attend make-up sessions.
- _____ 4. Failed to maintain sobriety.
- _____ 5. Failed to pay fees.
- _____ 6. Subsequent DWI arrest.
- _____ 7. Other _____

COMMENTS _____

Dated _____

For A. K. BEAN FOUNDATION

Distribution: White/Court, Yellow/Probation, Pink/Case File

Form #11 8 78

STANDARD AGREEMENT

STATE OF CALIFORNIA
DEPT. OF GENERAL SERVICESAPPROVED BY THE
ATTORNEY GENERAL

YOLo COUNTY AGREEMENT NO. 80-246

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. S.
☐ COMPTROLLER
☐

THIS AGREEMENT, made and entered into this 7th day of August, 1980,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Fiscal Officer	AGENCY Dept. of California Highway Patrol	INSURANCE 263 80
--	---	----------------------------

hereafter called the State, and

Yolo County Communications, 203 3rd Street, Woodland, CA 95695

hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

- Contractor agrees to lease and State agrees to hire one (1) Yolo County mobile radio to be used by the Department of California Highway Patrol, RR #3, Box 142-H, Woodland, California.
- Contractor agrees to maintain and repair said radio unit at no additional cost to the State. Unit shall be delivered by the California Highway Patrol to the contractor's communications department in Woodland for maintenance and/or repair. In the event reinstallation of a unit is required, the cost to the State shall be Ninety Dollars (\$90.00).
- Unit shall normally be operated on an eight (8) hour day basis, subject to twenty-four (24) hour operation in the event of emergencies.
- The term of this contract shall be August 15, 1980 through June 30, 1981.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date and above written.

APPROVED AS TO FORM

CYNTHIA R. MACK

DEPT. OF GENERAL SERVICES

STATE OF CALIFORNIA

BY CONTRACTOR

AGENCY

Dept. of California Highway Patrol

BY AUTHORIZED SIGNATURE

George N. Schutz

Fiscal Officer

TITLE

CONTRACTOR OF OTHER THAN AN INDIVIDUAL STATE (OTHER THAN A CORPORATION)

Yolo County Communications

BY AUTHORIZED SIGNATURE

George R. Jorol

TITLE

DIRECTOR OF GENERAL SERVICES AGENCY

ADDRESS

203 3rd Street, Woodland, CA 95695

(CONTINUED ON — THEREAFTER EACH BEARING NAME OF CONTRACTOR)

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

\$ 340.00

APPROPRIATION

MV Account

FUND

State Transportation

UNENCUMBERED BALANCE

\$

ITEM

186

CHARTER

510

STATUTES

1980

FISCAL YEAR

80/81

ADD. INCREASING ENCUMBERANCE

\$

FUNCTION

ADD. DECREASING ENCUMBERANCE

\$

LINE ITEM ALLOTMENT

6280/1802

FILED

OCT 2 1980

PETER McVAMEE, Clerk

DEPUTY

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

Maria UreyDATE
8-27-80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 2200 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF DEPUTY COUNTY CLERK OF THE AGENCY

George N. SchutzDATE
8-27-80

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
CIVIL ENGINEERS
STATE OF CALIFORNIA
AUG 20 1 51 PM '00

263 80
YOLO COUNTY COMMUNICATIONS
August 7, 1980
Page 2

5. State agrees to exercise reasonable care in the use of contractor's equipment. In the event equipment is destroyed by fire, water, or State's negligence, State agrees to replace said equipment.
6. Contractor agrees to abide by the attached Form 3, Fair Employment Practices Addendum which is made by reference a part hereof.
7. State agrees to pay contractor in arrears and upon receipt of an invoice Two Hundred Fifty Dollars (\$250.00) per year. Payment shall be made from funds appropriated to the Department of California Highway Patrol and subject to the fiscal procedures of the State of California. The total amount of this contract shall not exceed Three Hundred Forty Dollars (\$340.00).
8. This contract may be amended by mutual consent of the parties hereto.
9. This contract may be cancelled by either party upon thirty (30) days prior written notice.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

BK
FILED

AUG 21 1980

AGREEMENT NO. 80-247

PETER McNAMER, Clerk
By [Signature]
DEPUTY

(Supplement to Agreement No. 80-183 Yolo County Landfill
Fuel Surcharge 1980-1981)

THIS AGREEMENT, made and entered into this 19th day of August, 1980,
by and between the COUNTY OF YOLO, a political subdivision of the State of
California, (hereinafter called "COUNTY"), and OAKLAND SCAVENGER COMPANY,
(hereinafter called "CONTRACTOR"),

WITNESSETH

RECITALS

1. On June 10, 1980 COUNTY and CONTRACTOR entered into Agreement No. 80-183, providing for the payment of a temporary fuel surcharge due to extraordinary increases in fuel costs.

2. In accordance with the terms of Agreement No. 80-183 the payment of said surcharge ceases after June 30, 1980 at which time an appropriate fuel surcharge, if any, is to be determined for Fiscal year 1980-81.

3. COUNTY has determined that a fuel surcharge of \$0.185 per ton of refuse placed, compacted and covered during Fiscal Year 1980-81 is appropriate.

AGREEMENTS

In and for the mutual consideration recited herein, the parties agree as follows:

1. Temporary Fuel Surcharge

In addition to the consideration paid by COUNTY to CONTRACTOR for services rendered pursuant to Agreement No. 75-146, as adjusted pursuant to paragraph 7 of said agreement, COUNTY agrees to pay CONTRACTOR an additional sum, identified herein as a "fuel surcharge", in the amounts agreed upon pursuant to this agreement.

///

///

2. Fiscal Year 1980-81

From and after the date of this agreement, and until June 30, 1981, the fuel surcharge shall be the sum of EIGHTEEN AND ONE HALF (18.5¢) CENTS per ton of material placed, compacted and covered. Said sums shall be paid to CONTRACTOR in the same manner and time as the consideration paid pursuant to Agreement No. 75-146.

3. Term

The term of this agreement shall be from the date first hereinabove written through June 30, 1981.

4. Binding on Successors.

The provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a Political Subdivision
of the State of California

By Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST

PETER McNAMEE, CLERK

BY Jan Orser
Deputy
(SEAL)

OAKLAND SCAVENGER CO.

By Peter Borghe
President

APPROVED AS TO FORM

CHARLES R. MACK,
COUNTY COUNSEL

By [Signature]
Deputy

GROUP AGREEMENT NO.

00106-30

FILED

AUG 26 1980

PETER McNAMISE, Clerk

By

DEPUTY

YOLO COUNTY AGREEMENT NO. 00-240



Foundation Health Plan

A HEALTH MAINTENANCE ORGANIZATION SERVING
THE FIVE COUNTIES OF SACRAMENTO,
EL DORADO, NEVADA, PLACER AND YOLO

AGREES TO PROVIDE

SERVICES AND BENEFITS, AS HEREIN SPECIFIED,
FOR SUCH EMPLOYEES, OF

COUNTY OF YOLO

(herein called "the Employer")

and such of their eligible Family Members, herein defined, as have been enrolled hereunder, subject to all of the terms and conditions set forth on the subsequent pages hereof, which are a part of this Agreement as fully as if appearing over the signature hereto.

This Agreement will become effective on 1 October 1980, at 12:01 a.m. standard time at Sacramento, California, and will remain in effect for the term of one month from said date, and with the consent of the Foundation Health Plan, from month to month thereafter.

IN WITNESS WHEREOF, Foundation Health Plan (FHP) and the Employer have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the Effective Date hereof.

FOUNDATION HEALTH PLAN

BY:

George Deibel, Executive Director

DATE: 28 July 1980

BY:

Thyla J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS

DATE: August 10, 1980

RECORDED & INDEXED
COUNTY CLERK

Thyla J. Thompson

I. DEFINITIONS

A. Foundation Health Plan, hereinafter referred to as the "FHP" is a California Corporation operating pursuant to Chapter 2.2 of Division 2 of the Health and Safety Code (commencing with Section 1340) commonly known as the Knox-Keene Health Care Services Plan Act of 1975, and will provide the health care services to eligible members that are set forth below.

B. Subscriber is an individual who meets all applicable eligibility requirements of Part II hereof and enrolled hereunder, and for whom the prepayment required by Part IV hereof actually has been received by Foundation Health Plan.

C. Family Member is any Member of a Subscriber's family who meets all applicable eligibility requirements of Part II hereof and is enrolled hereunder and for whom the prepayment required by Part IV hereof actually has been received by FHP.

D. Member is the Subscriber or a Family Member.

E. Physician is a licensed doctor of medicine or osteopathy.

F. Foundation Community Health Plan, hereinafter referred to as the "FCHP" is a California Corporation operating as an Individual Practice Association which has a written service agreement with the Foundation Health Plan to arrange for the provision of services to Members through its written service agreements with health professionals a majority of whom are licensed to practice medicine.

G. Participating Physician is a licensed doctor of medicine who at the time care is rendered to a Member has a written service contract in effect with the FCHP to furnish care to FHP Members.

H. Hospital is an institution which is licensed under all applicable state and local laws and regulations to provide, under supervision of physicians, diagnostic and therapeutic services for the medical diagnosis, treatment and care of the injured, disabled or sick persons in need of acute inpatient hospital care, and which is registered as a general hospital of the American Hospital Association and accredited by the Joint Commission on Accreditation of Hospitals.

I. Skilled Nursing Facility is a facility which is licensed to operate in accordance with state and local laws pertaining to institutions identified as such and which is listed by the American Hospital Association and accredited by the Joint Commission on Accreditation of Hospitals and related facilities, or which is recognized as a Skilled Nursing Facility by the Secretary of Health, Education and Welfare of the United States pursuant to the Medicare Act.

J. Participating Hospital is a hospital which at the time of the Member's admission has a contract in effect with the FHP to furnish care to Members.

K. Participating Skilled Nursing Facility is a facility which at the time of the Member's admission has a contract in effect with the FHP to furnish care to Members.

mission has a contract in effect with the FHP to furnish care to Members.

L. Participating Provider is a Participating Physician, Participating Hospital, Participating Skilled Nursing Facility or other licensed health professional or licensed facility who at the time care is rendered to a Member has a contract in effect with the FHP to furnish care to Members.

M. Intensive Care Service means care provided in a specialized unit of the Hospital concentrating highly skilled personnel and specialized equipment for the Member whose state of acute illness requires continuous treatment and observation, or whose progress must be regularly controlled.

N. Emergency Care are those services required for the alleviation of severe pain or the immediate diagnosis and treatment of an unforeseen medical condition which in the opinion of the attending physician, if not immediately diagnosed and treated, could lead to further disability or death.

O. Certified Hospital Admission Program (CHAP) is a prospective hospital utilization program combining pre-admission and concurrent peer review to determine medical necessity for hospital admission and length of stay and is operated by the Medical Care Foundation of Sacramento.

P. Certified Confinement is a CHAP certification of admission and length of stay of a Member in a hospital or skilled nursing facility which has been certified prior to the Member's confinement.

1. In the event the Member is confined for emergency care, 48 hours shall be allowed in which to notify CHAP to obtain certification of said confinement.

2. In the event the Member is confined for emergency care on a Saturday or Sunday or a legal holiday, notification to obtain certification shall be made within 48 hours or on the first working day following said confinement.

Q. Medicare refers to the programs of medical care coverage set forth in Title XVIII of the Social Security Act as amended by Public Law 89-97 or hereafter amended.

R. Service Area of the Plan means the Counties of Sacramento, El Dorado, Nevada, Placer and Yolo in the State of California.

S. Usual, Customary and Reasonable means:

Usual — The "usual" fee is that fee usually charged, for a given service, by an individual Physician to his private patients (i.e., his own usual fee); **Customary** — A fee is "customary" when it is within the range of the usual fees charged by Physicians of similar training and experience, for the same service within the same specific and limited geographic area (socio-economic area of a metropolitan area or socio-economic area of a county) as determined by the contracting Individual Practice Association, the FCHP; **Reasonable** — The fee is "reasonable" when it meets the above two

(continued)

I. DEFINITIONS (cont'd.)

criteria or in the opinion of the responsible Medical Care Foundation or medical association's review committee, is justifiable, considering the special circumstances of the particular case in question.

T. Effective Date of Agreement means that date and time as set forth on page (i), and the

coverage provided for herein shall take effect for Subscribers and Family Members at that time.

U. Open Enrollment Period means a once-a-year period during which eligible employees and their eligible family members may join the Plan, usually coinciding with the Employer's group plan anniversary date. Also called "annual enrollment".

Foundation Health Plan

II. ENROLLMENT PROVISIONS

A. Eligibility for Enrollment

1. Every Employee of the Employer within the classifications set forth in Part II. B. shall be eligible to enroll and to enroll as Family Members his spouse and all of the unmarried children of either or both under the age of 19 years, provided said children come within the meaning of a dependent under the current Internal Revenue Code and Regulations of the United States. A newborn child is treated as a Family Member from date of birth if enrolled within 30 days of the child's birth. An adopted child is treated as a Family Member from the moment the child is placed in the custody of the adoptive parents if enrolled within 30 days of the commencement of such custody.
2. Upon written notice but subject to acceptance by FHP, unmarried children between ages of 19 and 24 years may also be included herein as Family Members provided they come within the meaning of a dependent under the current Internal Revenue code and Regulations of the United States.
3. Coverage may be continued after the limiting age specified herein for a child who is chiefly dependent on the Subscriber for support due to mental retardation or physical incapacity. Evidence of such dependency satisfactory to the FHP shall be filed with the FHP within 30 days of the child's attainment of such limiting age. Thereafter, the FHP shall have the right to request evidence of the continuing dependency of such child but not more frequently than annually after the two-year period following the child's attainment of such age(s).
4. No person is eligible to enroll hereunder who has had FHP terminated for cause twice under any FHP agreement.
5. An Employee, his spouse, or unmarried child shall not be eligible to enroll if such Employee, spouse or unmarried child is eligible for Medicare.
6. An Employee of the Employer is not eligible to be covered as a Family Member.

B. Prerequisites of the Employer

Every Employee of the Employer must satisfy the Employer's eligibility requirements and/or completion of the waiting period, if any, as specified in Addendum Number One and by reference expressly incorporated herein and made a part hereof.

C. Application for Enrollment

1. Each Employee eligible to become a Subscriber who files an application for membership for himself and his eligible Family Members on forms provided by FHP with the Employer no later than 30 days after he first becomes eligible to become a Subscriber shall have fulfilled the Conditions of Enrollment.
2. If an Employee fails to file an application for membership with his Employer within 30 days after he first becomes eligible to become a Subscriber, FHP shall have the right to refuse such membership until the Employer's enrollment period.
3. If an Employee fails to file an application for membership for any Family Member within 30 days of the date on which that Family Member becomes eligible for membership, FHP shall have the right to refuse such membership until the Employer's next open enrollment period.

D. Commencement of Coverage

After fulfilling the Conditions of Enrollment, as stated above, coverage shall commence as follows:

1. For an Employee enrolled on the Effective Date of this Agreement and for his eligible Family Members, if coverage is elected therefore, coverage shall commence as of the Effective Date of this Agreement.
2. For an Employee becoming enrolled subsequent to the Effective Date of the Agreement and for his eligible Family Members, coverage is effective as of the first day following the completion of the Employer's eligibility requirements and/or completion of the **waiting period**, if any, as stated in II.B. of this Agreement.
3. For a Family Member of a Subscriber who becomes eligible after such Subscriber has been enrolled hereunder, coverage shall commence as of the first day of the month following the timely filing of an application for membership; except that for a child born or adopted after the Subscriber has been enrolled hereunder, coverage shall commence from the date of birth or from the date adoptive custody commences.
4. For any eligible Employee and for his eligible Family Members who apply for enrollment or re-enrollment during an Employer's open enrollment period, coverage is effective as of the first day of the month following the filing of such application.

III. TERMINATION AND RELATED PROVISIONS

A. Termination of Coverage

1. Coverage may be terminated by either the FHP or the Employer, because of the Employer's acceptance of another qualified Individual Practice Association (IPA) Health Maintenance Organization (HMO), by giving not less than 30 days written notice to the other party. Termination shall be effective on the next succeeding prepayment fees due date following completion of the 30 day notice period. Failure to give such notice shall constitute an election to renew on the same terms and conditions.
2. Coverage may be terminated for individual Members by any of the following conditions:
 - a. By the Employer or FHP's termination of this Agreement;
 - b. Without written notice, upon failure to pay prepayment fees specified in Part IV of this Agreement within a grace period of 15 days. No services or benefits will be provided during the grace period unless payment is received before the expiration of the grace period or unless otherwise provided herein.
 - c. On the first day of the month next following receipt by FHP of the Subscriber's written notice to voluntarily disenroll. Voluntary disenrollment of the Subscriber's coverage automatically terminates coverage of all the Subscriber's Family Members;
 - d. On midnight of the last day of the month in which the Member fails to qualify for coverage in accordance with Part II.A.; except coverage hereunder may be continued for a Subscriber and any enrolled Family Member if such Subscriber is granted a temporary leave of absence not to exceed two consecutive months subject to the payment of monthly prepayment fees mentioned herein;
 - e. On midnight of the last day of the month in which entry of a final decree of dissolution of marriage or annulment, a spouse shall cease to be a Family Member.
 - f. On the first day of the month in which the Member becomes eligible for Medicare;
 - g. On 15 days written notice in the event that the FHP determines through the established grievance and Member health education procedures, that a Member has failed to maintain satisfactory Physician/Provider-Member or Plan-Member relationship, the Plan may expel the Member and terminate coverage. In this event all Members enrolled in the Subscriber's Family unit are eligible for expulsion. At the effective date of such termination, prepayment received on account of such terminated Member(s) applicable to periods after the effective date of termination shall be refunded on a pro-rata basis within 30 days, together with any amount

due on claims, if any, less any amounts due the FHP, liability or responsibility under this Agreement to provide any health services to such Members.

- h. Immediately upon written notification by the FHP, if a Member permits unauthorized use of his FHP identification card as specified in Part VII. J. herein.

B. Reinstatement

In the event that the FHP accepts a prepayment fee after this Agreement has been otherwise terminated, and without requiring a new application, this Agreement shall be reinstated as though it had never terminated, unless the FHP shall, within five business days of receipt of such payment, either:

1. Refund the payment so made, or
2. Issue to the Employer a new Agreement accompanied by written notice stating clearly those respects in which the new Agreement differs from the terminated Agreement in benefits, coverage or otherwise.

C. Review by Corporations Commissioner

A Subscriber or Family Member who alleges that an enrollment or coverage has been cancelled or not renewed because of the Subscriber's or Family Member's health status or requirements for health care services, may request a review by the Commissioner of Corporations of the State of California. Information relative to this procedure is available through the FHP at 650 University Avenue, Sacramento, California 95825.

D. Re-Enrollment

1. Members who have voluntarily disenrolled, or whose coverage has been terminated for non-payment of prepayment fees may apply for re-enrollment during the Employer's next open enrollment period, provided all Employer and Plan eligibility requirements are satisfied.
2. Members who have been expelled by the FHP through the FHP grievance procedures, may request re-enrollment at the next open enrollment period, provided a minimum of six months have elapsed since expulsion. All Employer and Plan eligibility requirements must be satisfied.
3. Members expelled twice by the FHP will have no further opportunity to re-enroll.

E. The Conversion Privilege

If coverage for a subscriber and enrolled Family Member(s) terminates because the Subscriber's employment terminates or the Subscriber continues a temporary leave of absence for more than two consecutive months, the Subscriber may apply on behalf of himself and all enrolled Family Members for an FHP Individual Membership Agreement as may be in effect at the time of his application for conversion. This conversion privilege is also provided for any enrolled Family Member who ceases to be eligible for Family Member coverage under the terms of the plan while the Subscriber remains covered or because of the death of the Subscriber; except that no conversion privilege shall be available to any Member whose member-

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Foundation Health Plan

III. TERMINATION AND RELATED PROVISIONS (cont'd.)

ship is terminated for any of the following reasons:

1. Expulsion by the FHP through its grievance mechanism and procedures;
2. Failure to pay prepayment fees set forth in this agreement;
3. Permitting the unauthorized use of the FHP identification card as specified in Part VII. J.

herein;

4. For becoming eligible for Medicare. No evidence of good health will be required. However, to be eligible for the conversion privilege, written application must be made and the first premium paid within 30 days following termination of coverage under the Group Agreement.

IV. SCHEDULE OF PREPAYMENT FEES

- A.** The Employer shall pay to the FHP (or shall make arrangements for payment satisfactory to the FHP) monthly in advance the prepayment fees in the amounts and manner and at the times specified in Addendum Number Two and by reference expressly incorporated herein and made a part hereof.
- B.** The Employer is responsible for the collection of Employee contributions (if any) unless other arrangements acceptable to the FHP for said contributions are made.
- C.** Only Members for whom the stipulated payment is actually received by FHP are entitled to health services and benefits covered hereunder for the period for which such payment is received.
- D.** The amount of the monthly prepayment fees for any monthly period subsequent to the first month may be determined and changed at the end of any month by the FHP provided, however, that the Employer shall be notified of any change at least 30 days in advance of the Effective Date. Payment of any monthly prepayment fees as changed shall constitute acceptance of continued coverage.
- E.** Upon default in the payment of any monthly prepayment fees listed above, on behalf of any Subscriber and for Family Members, coverage for such
- Subscriber and Family Members shall be terminated provided, however, that a grace period of 15 days from the first of each month shall be allowed for such payment.
- F.** The Employer agrees to accept the responsibility for furnishing current eligibility information and the FHP may rely upon the latest information received as correct without further verification. The FHP will not refund any prepayment fees to an Employer, paid for an ineligible Member if the request for such refund is made later than 60 days after the receipt of payment by FHP for said ineligible Member.
- G.** FHP reserves the right to verify eligibility data maintained by Employer and to review all Employee records maintained by Employer as they relate to establishment and maintenance of eligibility for Plan membership.
- H.** If a state or other taxing authority imposes upon the FHP a tax which is levied upon or measured by prepayment fees or by FHP's gross receipt or any portion of either, then Employer shall remit to FHP with the prepayment fees an amount sufficient to cover all such taxes and license fees, rounded to the nearest cent, except that the Employer is not deemed in default in payment of such amount until FHP has given 30 days notice thereof.

Foundation Health Plan

V. SERVICES AND BENEFITS

Subject to the Limitations and Exclusions stated in Section VI of this Agreement, and any limitations and exclusions as stated in this section, the following services and benefits shall be provided.

A. Hospital Services

1. The following inpatient services shall be provided while the Member is certified by CHAP for hospital confinement in a Participating Hospital:
 - a. Use of a room of two or more beds, services of a dietitian, and general nursing care. Private room accommodations will be provided if it is certified by CHAP that such accommodations are medically necessary and requested by the attending physician.
 - b. Intensive Care Service.
 - c. Use of operating and specialized treatment rooms.
 - d. Surgical and anesthetic supplies furnished by the Hospital as a regular service.
 - e. Devices implanted by surgical means.
 - f. Hospital ancillary services, including laboratory, pathology, radiology, and including any professional component for such services.
 - g. Oxygen and drugs which are listed in the "United States Pharmacopeia", "National Formulary", or "New and Non-Official Remedies" at the time of such hospitalization and are supplied by and used in the Hospital.
 - h. Administration of blood, blood products and blood plasma, but not including the cost of blood, blood products and blood plasma.
 - i. ONLY THOSE SERVICES DETERMINED AS MEDICALLY NECESSARY BY CHAP INCURRED DURING HOSPITAL CONFINEMENT WILL BE PROVIDED BY FHP.
2. The FHP will furnish the Member with the following outpatient services at a Participating Hospital or other appropriate Participating licensed facility:
 - a. All of the hospital provided services listed under Section V. A. herein when medically necessary in connection with outpatient emergency care appropriate for the treatment of illness or injury, with the Member paying to the Hospital or Facility ten dollars (\$10.00) for each visit.
 - b. All of the hospital provided services listed under Section V. A. herein when medically necessary in connection with outpatient surgical treatment, or for hemodialysis for chronic renal disease.

B. Continued Care Program

1. **Skilled Nursing Facility** Subject to prior certification by CHAP, services in a Participating Skilled Nursing Facility may be provided under a Continued Care Program in lieu of confinement or further confinement in a hospital when it has been determined by the Member's Participating Physician that the Member's condition is stabilized to the point that the following care can be provided:

- a. Use of a room with two or more beds, services of a dietitian and general nursing care. If higher priced accommodations are used without FHP authorization, Member shall pay the difference between the actual amount incurred and the rate charged by that facility for a room of two or more beds.
- b. Use of Skilled Nursing Facility's specialized treatment room;
- c. Routine laboratory examination;
- d. Oxygen and drugs which are listed in the "United States Pharmacopeia", "National Formulary", or "New and Non-Official Remedies" and supplied by and used in the Skilled Nursing Facility.
- e. Administration of blood, blood products, and blood plasma, but not including the cost of blood, blood products, and blood plasma.

2. **Home Health Care** Subject to prior authorization by the FHP, home health services by a Participating Home Health Agency may be allowed following either a certified hospital confinement or a certified confinement in a skilled nursing facility or in lieu of hospital or skilled nursing facility confinement provided:
 - a. Each service is requested by the Member's Participating physician, and;
 - b. Each Service is prior authorized by the FHP as medically necessary.

C. Pregnancy and Maternity Care

Services shall be provided for any condition arising from pregnancy or resulting childbirth and any complications thereof including abortion, delivery, antepartum and postpartum care, and ordinary nursing care of the newborn infant during the mother's certified hospital confinement. Such services shall be subject to the following co-payments.

1. The members shall pay to the Participating Hospital the first seventy-five dollars (\$75.00) of hospital services and;
2. The members shall pay to the Participating Physician the first fifty dollars (\$50.00) of professional services.

D. Ambulance Services

1. Emergency care services may be allowed by a licensed ambulance company to the first hospital where emergency treatment is given up to the reasonable and customary charges.
2. Medically necessary services by a local licensed ambulance company may be allowed up to the reasonable and customary charges provided such services are:
 - a. Requested in advance by the attending Participating Physician, and;
 - b. Immediately preceding or following a certified confinement in a Participating Hospital or Participating Skilled Nursing Facility, and;
 - c. Authorized by the FHP prior to rendering service.

E. Psychiatric Services

Subject otherwise to the terms, conditions and

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V. SERVICES AND BENEFITS (cont'd)

limitations hereunder, the FHP shall provide the Member with the following benefits:

1. In-hospital psychiatric care for a maximum of 30 days during any calendar year while the Member is certified by CHAP for confinement in a Participating Hospital and limited to those hospital services listed in Section V.A.1. of this Agreement. Such psychiatric care shall also include the services of a Participating Physician.
2. Outpatient care shall be provided to the Member for a maximum of 20 visits to a Participating Physician during any calendar year for crisis intervention and evaluative mental health services; such coverage may include the services of a licensed Psychologist upon referral of a Participating Physician. The Member shall pay 50% of the allowable cost for each visit or session not to exceed a maximum co-payment of \$15.00 for each visit or session. Such coverage may include psychometric testing but shall exclude psychoanalysis.

F. Professional Services

The plan shall provide the services of a Participating Physician to the Member for the following:

1. Surgical services in the hospital during a certified confinement or out of the hospital, including surgical assistance where medically required and anesthesiology services performed in connection with said surgical services.
2. Physician's services for visit and examinations during a certified confinement in a Hospital or Skilled Nursing Facility where the Member is confined.
3. Inpatient medical consultation services ordered by a Participating Physician.
4. Ancillary medical services, including laboratory, pathology, radiology, physical therapy and radiation therapy and including any professional component for such services billed by a Participating Provider, during a certified confinement in a Skilled Nursing Facility when the treating Participating Physician determines that such services are medically necessary.
5. Outpatient Participating Physician or Participating Provider Services.
 - a. Physician's services for visit and examinations in the Physician's office with the Member paying three dollars (\$3.00) to the Physician for each visit.
 - b. Physician's services for hospital outpatient emergency care appropriate for the treatment of illness or injury.
 - c. Physician's services at the Member's home or elsewhere shall be provided if:
 - (i) the Member is too ill or disabled to be seen during regular hours at the Physician's office,
 - (ii) the Member is under an FHP authorized post-confinement home care program.
 The Member shall pay to the Physician five dollars (\$5.00) for each visit.

- d. Medical consultation services by a Participating Physician when ordered by a Participating Physician.
 - e. Diagnostic x-ray examinations performed by a Participating Provider.
 - f. Radiation therapy performed by a Participating Provider.
 - g. Laboratory tests provided by a Participating Provider.
6. Services of a Participating Physical Therapist when the Member's Participating Physician determines that such therapy is medically necessary, and will effect significant improvement in the condition being treated through relatively short term therapy. The Member shall pay three dollars (\$3.00) for each visit.
 7. Services of a Participating Audiologist or Speech Therapist for an initial hearing and/or speech evaluation when the Member's Participating Physician determines that such evaluation is medically necessary.

G. Prosthetic Devices and Durable Medical Equipment

Subject to prior authorization by the FHP, the Plan shall provide for the purchase of prosthetic devices and/or rental of durable medical equipment when prescribed by a Participating Physician as follows:

1. Fifty percent (50%) of the allowable cost of prosthetic devices such as artificial limbs or eyes from a Participating Provider.
2. Fifty percent (50%) of the allowable cost or rental price of durable medical equipment such as braces, crutches, wheelchairs, and hospital type beds from a Participating Provider.

In no event will payment be made for rental of a piece of durable medical equipment in excess of fifty percent (50%) of the allowable cost of said equipment.

H. Preventative Care Services

The FHP will provide the following services and benefits:

1. Well baby care during the first two years of life, including new-born hospital visits and office visits by a Participating Physician. This benefit is in addition to any other benefit available under the terms of this agreement.
2. Periodic examinations, including all tests routinely made in connection with such examination after age two (2) as follows:
 - a. Ages two (2) through six (6) — One (1) visit per year to a Participating Physician's office, which visit shall include all ancillary services authorized by the Participating Physician in performance of this examination. The Member shall pay to the Participating Physician five dollars (\$5.00) for each visit.
 - b. Ages seven (7) through seventeen (17) — One visit per year to a Participating Physician's office, which visit shall include all ancillary services authorized by the Participating Physicians in performance of this examination. The Member shall pay to the Participating Physician ten dollars (\$10.00) for

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V. SERVICES AND BENEFITS (cont'd.)

- the visit.
- c. Ages eighteen (18) and over — One (1) visit per year to a Participating Physician's office, which visit shall include all ancillary services authorized by the Participating Physician in performance of this examination. The Member shall pay to the Participating Physician twenty-five dollars (\$25.00) for each visit.
- 3. Pediatric and adult immunizations by a Participating Physician as recommended by the American Academy of Pediatrics for children and by the U.S. Public Health Service for adults.
- 4. Eye examinations and eye refractions by a Participating Physician in accordance with accepted medical practice for a Member who is less than 18 years of age. The Member shall pay five dollars (\$5.00) for each examination or refraction.
- 5. Infertility studies authorized by a Participating Physician in accordance with accepted medical practice. The Member shall pay fifty percent (50%) of the allowable cost of such studies.
- 6. Voluntary family planning provided by a Participating Physician in accordance with acceptable medical practice. The Member shall pay \$3.00 to the Participating Physician for each visit for such services.
- 7. Venereal disease tests ordered by and performed under a Participating Physician's supervision.

I. Services for Drug or Alcohol Abuse

Subject otherwise to the terms, conditions and limitations hereunder, the FHP shall provide the Member with the following services in connection with drug or alcohol addiction or abuse:

- 1. All services listed in Section V. A., B., D., E., F. AND J. of this Agreement, whenever such services are medically determined to be appropriate for diagnosis, emergency care, or medical treatment, including detoxification.
- 2. Referral, as appropriate and necessary, to community resources for ancillary non-medical supportive services. The FHP shall not be responsible for the cost of such services following referral.

J. Non-Participating Provider Provisions

- 1. Emergency hospital inpatient care in a non-participating hospital will be allowed only so long as it is medically improper for the Member to return to a Participating Hospital, provided CHAP certification is requested within forty-eight hours of admission, unless it shall be shown that it was not reasonably possible to communicate with CHAP within such time limitations. The FHP may authorize such transportation as is necessary to return the Member to a Participating Hospital. In the event of CHAP certification, members shall be allowed:
 - a. Hospital services and benefits provided in Section V.A.1. of this agreement for the du-

ration of the emergency care or for as long as the certification is granted.

- b. Payment for the usual, customary and reasonable fees for professional services which would have been allowed a Participating Physician had the Member been hospitalized in a Participating Hospital.
- 2. Emergency outpatient care either by physician visit or treatment in a licensed health facility will be allowed only if it is medically improper for a Member to seek care from a Participating Provider. In the event of such medical necessity, the Plan shall allow payment of the usual, customary and reasonable charges for services which would have been allowed a Participating Provider had the Member either been inside the FHP service area or treated by a Participating Provider. Members shall pay to the non-participating provider any co-payment(s) which would have been required for such services had the Member been treated by a Participating Provider.
- 3. Hospital inpatient care in a non-participating hospital will be provided for non-emergency hospital confinement provided said confinement is certified by CHAP prior to admission and it has been established that there is no Participating Hospital available to provide the medically necessary services. In the event these conditions are satisfied, a Member shall be allowed:
 - a. Hospital services and benefits provided in Section V. A. 1. of this Agreement for the certified period of time;
 - b. Payment for the usual, customary and reasonable fees for professional services which would have been allowed a Participating Physician had the Member been hospitalized in a Participating Hospital.
- 4. Hospital outpatient care will be provided for non-emergency services or treatment by a physician in a licensed health facility provided the FHP has established that there is no Participating Provider available to provide the medically necessary services. Said services must have prior authorization by the FHP. In the event of prior authorization, the plan shall allow payment of the usual, customary and reasonable charges for services which would have been allowed a Participating Provider had the Member been inside the FHP service area. Members shall pay to the non-participating provider any co-payment(s) which would have been required for such services had the Member been treated by a Participating Provider.
- 5. Professional services rendered to a Member by a non-participating provider at a Participating Physician's referral and with the prior authorization of the FHP. The Member shall pay to the non-participating provider any co-payment(s) which would have been required for such services had the Member been

(continued)

V. SERVICES AND BENEFITS (cont'd.)

treated by a Participating Provider.

6. In the event that a Member is receiving services from a Participating Provider and said Provider terminates his participating Agreement with the FHP, the Plan will provide payment for covered services until the Plan can make reasonable and medically appropriate provisions for the assumption of such services by a Participating Provider.

K. Terminal Benefits

The FHP shall provide terminal benefits for a Member whose coverage hereunder has been terminated as a result of total disability.

1. For the purpose of this benefit, a Member is considered totally disabled when he is confined in a Participating Provider Hospital or a Skilled Nursing Facility and such admission has been certified by CHAP or when as a result of bodily injury or disease he is prevented from engaging in any occupation for compensation or profit or is prevented from performing substantially all regular and customary activities usual for a person at his age and family status.
2. Should a Member be totally disabled at the date of termination of his coverage and under

treatment of a Participating Physician, the services and benefits set forth herein shall be furnished solely in connection with the conditions causing such total disability and for no other condition, illness or injury. Terminal services and benefits shall be provided only when written certification of the disability and the cause thereof has been furnished to the FHP by the Member's Participating Physician within 30 days from the date the coverage is terminated. Proof of continuation of total disability must be furnished not less frequently than 60 day intervals during the period that the terminal services and benefits are available. Terminal benefits shall be provided for the shortest of the following periods:

- a. A period equal to the number of months the member was covered under this agreement up to a maximum of 6 months; or
- b. Until five thousand dollars (\$5,000) of benefits shall have been furnished.
3. No terminal benefits shall be provided:
 - a. Upon and after the Member's enrollment under any group hospital or medical plan;
 - b. Upon and after the termination of this Group Agreement.

VI. LIMITATIONS AND EXCLUSIONS

A. Conditions Under Which Benefits Will Be Provided

1. Hospital services and benefits shall be limited to those customarily furnished by a Participating Hospital and ordered by an attending Participating Physician in connection with the medically necessary diagnosis and direct care and treatment of the illness, disease or injury for which hospitalization was certified.
2. Benefits of the continued care program set forth herein shall be limited to those services customarily furnished by the Participating Skilled Nursing Facilities and Participating Home Health Agencies, and are subject to prior authorization by the FHP for home health care and by CHAP for certified confinement in a Skilled Nursing Facility. Only those covered services and benefits which are consistent with the degree of disability and medical needs of the Member on referral of the attending Participating Physician are eligible. Such services and benefits will continue only while the Member is under the direct and active medical supervision of a Participating Physician for a condition necessitating the continued care program.
3. Professional services and other services and benefits as set forth herein other than the preventative care benefit provided under Section V. H. of the Agreement will be provided only when furnished in connection with the medically necessary diagnosis and treatment of an illness, disease or injury. Such services and supplies as required for such diagnosis and treatment other than the non-participating provider services provided under Section V.J. of this Agreement must be ordered by a Participating Physician in accordance with the standards maintained by the Plan. Professional services rendered to a Member by a person who ordinarily resides in the Member's home or who is an immediate relative of the Member shall not be considered covered services or benefits hereunder.

B. General Limitations and Exclusions

The plan shall not be required to provide benefits and/or services for:

1. Hospital care or professional medical care rendered prior to the Member's effective date. Hospital care or professional medical care rendered after the Member's coverage is terminated except as provided in Section V. K.
2. Hospital confinement or skilled nursing facility confinement which has not been certified by CHAP or home health care which has not been prior authorized by the FHP.
3. Any services furnished for custodial care or services furnished by an institution which is primarily a place for rest, a place for the aged, a nursing home or any institution of like character.
4. Blood, blood plasma or blood products.
5. Psychiatric care, psychological services, men-

tal, or emotional disorders except as provided in Section V. E.

6. Treatment of narcotism or alcohol addiction except as provided in Section V. I.
7. Chiropractic services.
8. Ophthalmological services provided in connection with the testing of visual acuity for the fitting of eye glasses or contact lenses, except as provided in Section V. H. 4. The furnishing or replacing of eye glasses or contact lenses shall not be a benefit.
9. The furnishing or replacement of hearing aids.
10. Treatment on or to the teeth or any services customarily provided by a dentist or dental surgeon; extraction of teeth, treatment of dental abscesses or granuloma, braces, bridges, dental plates or other dental prostheses or replacements thereof; treatment of gingival tissues (gums) other than for tumors.
11. Conditions for which plastic surgery is indicated primarily for cosmetic purposes other than such operations performed as medically necessary.
12. Services provided in connection with organ transplants when the recipient of the transplant is not a Member.
13. Any services or supplies not specifically listed herein as covered benefits; or services or supplies for which no charge is made.
14. Any expense incurred for services or supplies which constitute personal comfort or beautification items.
15. Services not provided by a Participating Provider; except:
 - a. In the case of Emergency Care rendered to a Member;
 - b. When ordered by a Participating Physician and with the prior authorization of the FHP.
16. Services and benefits for procedures which have not been accepted by the FHP as standard medical practice for the condition involved.
17. Certain physical examination and reports for the purpose of obtaining or maintaining employment, licenses or insurance.
18. Treatment for disabilities connected to military service for which a Member is legally entitled to services through a Federal governmental agency and for which the Member has reasonable availability.

C. Coordination of Benefits

All of the benefits provided by this Agreement are subject to the following provisions and limitations notwithstanding any provisions to the contrary.

1. Application of these provisions:
If any person covered under this plan is also covered under one or more plan, services and benefits payable with respect to such person under this plan will be coordinated with the benefits payable with respect to him under such other Plans in accordance with the provisions that follow:
2. Definitions:
 - a. The word "Plan" means any plan providing

(continued)

VI. LIMITATIONS AND EXCLUSIONS (cont'd.)

benefits or services for or by reason of medical treatment, in which benefits or services are provided by:

- (i) group or blanket insurance coverage;
- (ii) any group Blue Cross or Blue Shield plan, group practice or other group prepayment coverage;
- (iii) any group coverage under labor-management trustee plan, union welfare plans, employer organization plans, or employee benefit plans, or any coverage under governmental programs, or required or provided by any statute.

The term "Plan" shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

- b. "This Plan" means the services and benefits provided under this Agreement.
 - c. "Allowable Expense" means any necessary, reasonable, and customary item of expense at least a portion of which is covered under at least one of the plans covering the person for whom claim is made. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable expense and a benefit paid.
 - d. "Claim Determination Period" means a calendar year or that portion of a calendar year during which the person on whose expenses the claim is based has been covered under this plan.
3. Effect of benefits:
- a. Coordination of Benefits shall apply in determining the benefits with respect to a person covered under this plan for any Claims Determination Period if, for the allowable expenses, incurred with respect to such persons during such period, the sum of:
 - (i) the benefits that would be payable under this plan in the absence of coordination, and
 - (ii) the benefits that would be payable under all other plans in the absence therein of provisions for coordination would exceed such Allowable Expenses.
 - b. Except as provided in Item C. 3. c of this Section as to any Claim Determination Period with respect to which Coordination of Benefits is applicable, the benefits that would be payable under the Plan in absence of Coordination of Benefits for the allowable expenses incurred with respect to such

person during such Claim Determination Period shall be reduced to the extent necessary so that the sum of such reduced benefits and all the benefits payable for such allowable expenses under all other plans shall not exceed the total of such allowable expenses. Benefits payable under another plan include the benefits that would have been payable had the claim been duly made therefor.

- c. If:
 - (i) another plan which was defined in Item 2. a. of this section which contains the provision coordinating its benefits with those of this plan would, according to its rules, determine its benefits after the benefits of this plan have been determined, and
 - (ii) the rules set forth in Part 4 of this section would require this plan to determine its benefits before such another plan,

then the benefits of such other plan will be ignored for the purposes of determining the benefits under this plan.

- d. When these provisions operate to reduce the total amount of benefits otherwise payable as to a person covered under this Plan during any claim Determination Period, each benefit that would be payable in the absence of these provisions shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limit of this plan.
4. Order of Benefit Determination:
- If another Plan does not provide for coordination of its benefits with the benefits of this Plan, it will always determine its benefits before this Plan. Otherwise, the rules establishing the order of benefit determination are:
- a. The benefits of a Plan which covers the person on whose expenses claim is based other than as a Dependent shall be determined before the benefits of a Plan which cover such person as a Dependent.
 - b. The benefits of a Plan which covers the person on whose expenses claim is based as a Dependent of a male shall be determined before the benefits of a Plan which covers such person as a Dependent of a female.
 - c. When rules a. and b. do not establish an order of benefit determination, the benefits of a Plan which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of a Plan which has covered the person the shorter period of time.
5. Right to Receive and Release Necessary Information:

For the purpose of determining the applicability of and implementing the terms of these provisions or any provisions of similar purpose of any other Plan, the FHP may, without the

(continued)

Foundation Health Plan

VI. LIMITATIONS AND EXCLUSIONS (cont'd.)

consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information, with respect to any person, which the FHP deems necessary for such purposes. Any person claiming benefits under this Plan shall furnish the FHP with such information as may be necessary to implement these provisions.

6. **Optional Payment of Benefit.**

Whenever payments which should have been made under this Plan in accordance with these provisions have been made under any other

Plan, the FHP shall have the right to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of these provisions, and amounts so paid shall be deemed to be benefits paid under the Plan and, to the extent of such payments, the FHP shall be fully discharged from liability under this Plan.

7. **Right of Recovery.**

Whenever payments have been made by the FHP in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of these provisions, the FHP shall have the right to recover such payments, to the extent of such excess, from any person, corporation, or other entity to or for or with respect to whom such payments were made.

D. Acts of Third Parties:

If a Member is injured through the wrongful act or omission of another person, the FHP shall provide the benefits of this Agreement only on condition

that the Member shall agree in writing:

1. To reimburse the FHP to the extent of benefits provided, immediately upon collection of damages by him, whether by action at law, settlement or otherwise; and,
2. To provide the FHP with a lien, to the extent of benefits provided by the FHP. The lien may be filed with the person whose act caused the injuries, his agent, or the court.

If the Member recovers from the third party reasonable value of services which were rendered under the terms of this Agreement, the Participating Provider who rendered such services shall not be required to accept the fees paid him by the FHP as full payment but may charge the difference, if any, between the fee paid to him by the FHP and the amount collected by the Member from the third party for such professional services.

E. Worker's Compensation Insurance

If, pursuant to any Worker's Compensation or Employers' Liability Law or other legislation of similar purpose or import, a third party would be responsible for all or part of the cost of health services provided by FHP, the FHP shall provide the benefits of this Agreement only on condition that the Member shall agree in writing to provide the FHP with a lien to the extent of benefits provided by the FHP. The lien may be filed with the responsible third party, his agent, or the court. If the third party is responsible for the reasonable value of services which were rendered under the terms of this Agreement, the Participating Provider who rendered such services shall not be required to accept the fees paid him by the FHP as full payment but may charge the difference, if any, between the fee paid to him by the FHP and the amount payable by the responsible third party for such professional services.

VII. GENERAL PROVISIONS

A. Workers' Compensation Insurance

This Agreement is not in lieu of and does not affect any requirement of coverage by Workers' Compensation Insurance.

B. Articles of Incorporation and Bylaws of the Foundation Health Plan

None of the terms or provisions of the Articles of Incorporation or Bylaws of the FHP shall form a part of this Agreement or be used in the defense of any suits hereunder unless the same is set forth in full herein.

C. Services Non-Transferable

No person other than the Member is entitled to receive hospital services and benefits and surgical and medical benefits furnished under this Agreement. Such right to services and benefits is not transferable.

D. Endorsement of Change

No agent of the FHP is authorized to change the form or content of this Agreement in any manner or degree other than by duly executed endorsement issued to form a part hereof.

E. Relationship of Parties

The relationship between FHP and Participating Providers is an independent contractor relationship; Participating Providers are not agents or employees of FHP, nor is FHP, nor any employee of FHP, an employee or agent of Participating Providers.

Participating Providers maintain the Participating Provider-Patient relationship with Members and are solely responsible to Members for all of their services. In no event shall FHP be liable for the negligence, wrongful acts, or omissions thereof by a Participating Provider's delivery of services called for under this Agreement, nor shall FHP be liable for services or facilities which for any reason beyond its control are unavailable to the Member.

No Member is the agent or representative of FHP and no Member is liable for any acts or omissions of FHP, its agents or employees, or of any Participating Provider, or any other person or organization with which FHP has made or hereafter makes arrangements for the performance of services under this Agreement.

F. Refusal of Treatment

Should any Member, for personal reasons, refuse to accept procedures or treatment recommended by Participating Physicians, such Physicians may regard this refusal to accept their recommendations as incompatible with the continuance of the Physician-Patient relationship and as obstructing the provision of proper medical care. If a Member refuses to accept such a recommended treatment or procedures, and the Physician believes that no professionally acceptable alternative exists, such Member shall be so advised. If the Member still refuses to accept the recommended treatment or procedure, then neither FHP nor any Participating Provider shall have any further responsibility to provide care for the condition under treatment.

G. Notice

Any notice required hereunder shall be deemed to be sufficient if mailed to the Employer at the address appearing on the records of FHP and, if required of the Employer, mailed to the principal office for the FHP in Sacramento, California. Any notice so mailed by the FHP shall be disseminated to the Subscribers by the Employer no later than seventy-two (72) hours after receipt.

H. Clerical Error

No clerical error on the part of the Employer shall operate to defeat any of the rights, privileges, or benefits of any Subscriber or his covered Family Members.

I. Right of Recovery

Whenever payments for covered services have been made by the FHP and said payments exceed the maximum amount of payment necessary to satisfy the intent of this Agreement, irrespective to whom paid, the FHP shall have the right to recover such excessive amounts from any persons to, or for, or with respect to whom such payments were made, or from any other insurance company, other organizations, or persons.

J. Identification Cards and Individual Certification

The FHP shall issue to the Employer for delivery to the Subscriber and Family Members an Identification Card and a Certificate setting forth a statement of the services and benefits to which the Subscriber and Family Members are entitled. Cards issued to Members pursuant to this Agreement are for identification only. Possession of an FHP Identification Card confers no right to services or other benefits under this Agreement. To be entitled to such services or benefits, the holder of the card must, in fact, be a Member on whose behalf all applicable prepayment fees under this Agreement have actually been paid. Any person receiving services or other benefits to which he is not then entitled pursuant to the provision of this Agreement is chargeable therefore at prevailing rates. If any Member permits the use of his FHP Identification Card by any other person, such card may be revoked by FHP, and all rights of such Member and other Family Members pursuant to this Agreement shall be immediately terminable at the option of FHP.

K. Warranty of Information Provided

Members or applicants for membership shall complete and submit to FHP such applications or other forms or statements as FHP may reasonably request. Members warrant that all information contained in such applications, forms, or statements submitted to FHP pursuant to enrollment under this Agreement or the administration hereof is true, correct and complete, and all rights to services and benefits hereunder are subject to the condition that all such information is true, correct and complete.

L. Amendment

This Agreement, including the Benefit Schedules and any addenda, may be amended by FHP in any respect at any time on 30 days written notice to Employer. Employer's concurrence in such

(continued)

Foundation Health Plan

VII. GENERAL PROVISIONS (cont'd.)

amendments is established by continuation of coverage hereunder after the effective date of such amendment.

M. Acceptance of Agreement

The Subscriber or the Employer on behalf of the Subscriber accepts this Agreement by making payments to FHP pursuant to Section IV hereof, and such acceptance renders all terms and provisions hereof binding on FHP and Subscriber.

N. Administration of Agreement

FHP may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement.

O. Agreement Binding on Family Members

By this Agreement, Subscriber or the Employer on behalf of the Subscriber makes the FHP coverage available to persons who are eligible under Section II hereto and are accepted for enrollment, however, this Agreement is subject to amendment, modification, or terminations in accordance with any provision hereof or by mutual agreement between FHP and Subscriber without the consent or concurrence of Family Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members legally capable of contracting and the legal representatives of all Members incapable of contracting agree to all terms, conditions, and provisions hereof.

P. Required Notices

Employee agrees to cooperate with FHP in disseminating to its employees any disclosure forms, plan summaries or other material that may be required to be disseminated to employees by the Knox-Keene Health Plan Act. It is understood that any such material required to be disseminated shall be delivered to employer by FHP and disseminated to employees by employer no later than 30 days after the receipt thereof.

Q. Regulation

FHP is subject to regulation by the California State Department of Corporations and this agreement is subject to the requirements of Chapter 2.2 of Division 2 of the Health and Safety Code and of Chapter 3 of Title 10 of the California Administrative Code.

1. Any provision required to be in the contract by either of the above shall bind the plan whether or not provided in the contract.
2. Pursuant to Government Code, Prepaid Health Plans must contain the following statements regarding the liability of Members in the event

of nonpayment by the Plan.

- a. In the event the Plan fails to pay a FHP or FCHP contracted provider, the Member shall not be liable to the provider for any sums owed by the Plan.
- b. Non-contracted Provider — In the event the Plan fails to pay a non-contracted provider, the Member may be liable to the non-contracted provider for the cost of services.

R. Prohibition Against Decrease in Benefits

FHP shall furnish the benefits and services provided for in this Agreement as specified herein, and no decrease in benefits shall occur except upon FHP giving employer 30 days prior written notice thereof of any proposed diminution in benefits and services and employers acceptance thereof.

S. Choice of Participating Physicians, Facilities and Providers

FHP Members may receive services only from Participating Physicians, Facilities and Providers except as otherwise provided in Section V. J., of this Agreement.

T. Notice of Termination of Provider(s)

FHP shall advise Employer within a reasonable period of time of any termination or breach of contract by, or inability to perform of, any Participating Provider(s) if Employer would be materially affected thereby.

U. Limitations

1. Major Disaster or Epidemic — In the event of any major disaster or epidemic, Participating Providers shall render or attempt to arrange for the provision of covered services insofar as practical, according to their best judgment, within the limitations of such facilities and personnel as are then available, but neither FHP nor Participating Providers has any liability or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.
2. Circumstances Beyond FHP's Control — If due to circumstances not reasonably within the control of FHP, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, or similar causes, the rendition of services provided hereunder is delayed or rendered impractical, then neither the FHP nor Participating Providers has any liability or obligation for such delay or such failure to provide services.

VIII. ARBITRATION OF CLAIMS

1. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California Law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. The parties to this contract by entering into it, that is to say FHP on its behalf, and the Employer on behalf of its Employees, and Subscriber on his behalf and on behalf of any Family Members, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.
2. It is further agreed and understood that any dispute as to professional or other negligence (that is as to whether the services provided by the FHP, or a Participating Provider, and/or other services rendered under the contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) together with any dispute whatsoever between the parties to the contract (excepting

only disputes in no way arising from or otherwise related to the contract or any services rendered hereunder) will also be determined by submission to such arbitration. This includes, but is not limited to claims or suits for personal injury, for collection of debts or any other kind of civil claim or action by or against any party to the contract.

3. Any such arbitration shall be in accordance with the medical arbitration rules of the California Hospital Association -- California Medical Association in effect at the time the arbitration is commenced. Copies of such arbitration rules are available at the FHP office, 650 University Avenue, Sacramento, California.
4. Except as stated, this arbitration agreement shall apply to any legal claim, civil action or other dispute connected with or arising out of this Agreement by or against Subscriber or Family Member and any one or more of:
 - a. The FHP
 - b. Any doctor of medicine, or other practitioner of the healing arts or hospital or other facility who agrees in writing to be bound by this agreement.

This agreement is executed in Sacramento, California, on the date set forth hereinabove.

IX. SUPPLEMENTAL BENEFIT FOR OUTPATIENT DRUGS

The FHP will provide Prescription Drugs for Members enrolled hereunder in accordance with the procedures set forth below:

A. Definitions:

1. "Prescription Order" means a written order for Prescription Drugs directly related to the treatment of a Member's illness, injury or condition issued by the attending physician and surgeon.
2. "Prescription Drug" means drugs or biologicals which by federal or state statute, rule or regulation require a written Prescription Order to dispense, but only when actually purchased by a Prescription Order and which are listed in the "United States Pharmacopeia", "National Formulary" or "New and Non-Official Remedies". For the purposes of this benefit, insulin shall be considered a Prescription Drug.
3. "Non-legend or Proprietary Medicines" mean any drug, medicine or medication which does not contain a label bearing the legend "Caution, Federal law prohibits dispensing without a prescription", or is not otherwise restricted by state law to sales by prescriptions.

B. Benefits:

Upon receipt of proof that the Member has incurred expense for Prescription Drugs, FHP will reimburse the Member for eighty percent (80%) of the usual, customary and reasonable charges incurred in excess of the first twenty-five dollars (\$25) of such expense in each calendar year.

C. Conditions Under Which Benefits Will Be Provided:

1. FHP shall not be liable for any claim or demand for injury or damage arising out of or in connection with the manufacturing, compounding, dispensing or use of any Prescription Drug whether or not covered hereunder.
2. Benefits will be provided only for Prescription Drugs dispensed on a Prescription Order issued by a Participating Physician except with the prior authorization of the FHP or for emergency treatment as defined elsewhere in this Agreement.

D. Exclusions and Limitations:

Prescription Drug benefits shall not be provided for any expense incurred for any Prescription Order or Prescription Drug for:

(continued)

1. Drugs or medicines purchased and received prior to the Member's effective date of coverage with FHP.
2. Drugs or medicines purchased and received subsequent to the Member's termination of coverage with FHP, except as provided in Section V.K. of this Agreement.
3. Non-legend patent or proprietary medicines or medications not requiring a Prescription Order, except insulin.
4. Devices or appliances.
5. Oxygen or oxygen supplies.
6. Hypodermic syringes and/or needles except for the administration of insulin.
7. Cosmetics, dietary supplements, vitamins, health or beauty aids.
8. Immunizing agents, injectibles, biological sera, blood, blood plasma or blood products, or medication prescribed for parenteral use or administration, except insulin.
9. Medication which, in whole or in part, is to be taken by or administered to the Member while he is a patient in a hospital, rest home, sanitarium, skilled nursing facility, convalescent hospital, nursing home or similar facility, except when such medication is not ordinarily supplied by and used in the facility.
10. Medications or medicines delivered or administered to the Member by the prescriber.
11. Any medication labeled "Caution, Limited by Federal Law to Investigational Use" or experimental drugs even though a charge is made to the Member.
12. Medications or medicines dispensed in connection with any conditions coming within the limitations or exclusions set forth in Section VI of this Agreement.

E. Schedule of Prepayment Fees:

Subject to all the conditions set forth in Section IV of this Agreement, the employer shall pay to the FHP (or shall make arrangements for payment satisfactory to the FHP) monthly in advance the prepayment fees in the amounts and manner and at the times specified in Addendum Number Two and by reference expressly incorporated herein and made a part hereof.

FOUNDATION HEALTH PLAN
ADDENDUM NUMBER ONE
PREREQUISITES OF THE EMPLOYER

1. This is Addendum Number One to the Agreement between the Foundation Health Plan and
COUNTY OF YOLO

1 October 1980

(herein called the "Employer") of _____
and is an integral part of said Agreement.

2. There is contained herein below, a complete and detailed statement of Employer Eligibility Prerequisites as established by the Employer and accepted by the Foundation Health Plan. Every Employee of the Employer must satisfy the following provisions in order to be eligible to enroll for coverage under this Agreement:

He or she must be a permanent Employee of the Employer, scheduled to work at least twenty (20) hours in each working week.

New employees who meet the above requirements and who enroll hereunder shall be eligible for coverage commencing on the first day of the calendar month following completion of the necessary biweekly payroll period to allow for the required payroll deductions by the County Auditor's Office.

FOUNDATION HEALTH PLAN
ADDENDUM NUMBER TWO
SCHEDULE OF PREPAYMENT FEES

1. This is Addendum Number Two to the Agreement between the Foundation Health Plan and
COUNTY OF YOLO

(herein called the "Employer") of 1 October 1980
and is an integral part of said Agreement.

2. There is contained below, a complete and detailed schedule of prepayment fees as established by the Foundation Health Plan and accepted by the Employer. Said schedule specifies the amounts and manner and time for the prepayment of fees:

For each individual eligible and enrolled hereunder, the Employer shall pay to Foundation Health Plan on or before the first day of the calendar month for which coverage is to be provided the following amounts:

Employee Only -	\$54.75 54.76 (FM)
Employee and One Family Member -	\$108.75 108.74 (FM)
Employee and Two or More Family Members -	\$139.85 139.84 (FM)

The Employer shall have the right to determine which portion of the prepayment fees shall be contributed by the Employee and which shall be paid by the Employer, provided, however, that the Employer shall be responsible for collection of the Employees' contributions, if any, and for the transmittal of such contributions to Foundation Health Plan.

FOUNDATION HEALTH PLAN ADDENDUM NUMBER THREE REVISIONS TO AGREEMENT

1. This is Addendum Number Three to the Agreement between the Foundation Health Plan and
COUNTY OF YOLO

_____ 1 October 1980
(herein called the "Employer") of _____
and is an integral part of said Agreement.

2. There is contained herein below, a complete and detailed statement of revisions to this Agreement as established by the Foundation Health Plan and accepted by the Employer.

Part III.A.1. is hereby revised as follows:

"Coverage may be terminated by either the FHP or the Employer by giving not less than thirty (30) days written notice to the other party. Termination shall be effective on the next succeeding prepayment fee due date following completion of the thirty (30) day notice period. Failure to give such notice shall constitute an election to renew on the same terms and conditions."

Part III.A.2.d. is hereby revised as follows:

"On midnight of the last day of the month in which the Member fails to qualify for coverage in accordance with Part II.A.; except coverage hereunder may be continued for a Subscriber and any enrolled Family Member if such Subscriber is granted a temporary leave of absence in accord with the Employer's established personnel policy, and subject to the payment of monthly prepayment fees mentioned herein;"

Part III.A.2.^{g. (FV)}~~f.~~ is hereby revised as follows:

"On fifteen (15) days written notice in the event that the FHP determines through the established grievance and Member health education procedures that a Member has failed to maintain satisfactory physician/provider-member or plan-member relationship, the Plan may expel the Member and terminate the coverage. In this event all Members enrolled in the Subscriber's family unit are eligible for expulsion. At the effective date of such termination, prepayment received on account of such terminated Member(s) applicable to periods after the effective date of termination shall be refunded on a pro rata basis within thirty (30) days, together with any amount due on claims, if any, less any amounts due FHP. FHP's liability or responsibility under this Agreement to provide any health services to such Members shall terminate on such termination date of coverage."

The first sentence of Part III.E. is hereby revised as follows:

"If coverage for a Subscriber and enrolled Family Member(s) terminates because the Subscriber's employment terminates or the Subscriber is no longer eligible for a temporary leave of absence according to the Employer's established personnel policy, the Subscriber may apply on behalf of himself and all enrolled Family Members for an FHP Individual Membership Agreement as may be in effect at the time of his application for conversion."

Part IV.D. is hereby revised as follows:

"The initial term of this Agreement shall be from 1 October 1980 through 30 September 1981, and the monthly prepayment fees specified in Addendum Number Two shall not be changed during this period unless FHP and the Employer agree in advance to such change. FHP shall have the right to determine and change the monthly prepayment fees at the end of such initial term and at the end of such subsequent terms as are agreed upon by FHP and the Employer, provided, however, that the Employer shall be notified of any change at least thirty (30) days in advance of the effective date. Payment of any monthly prepayment fees as changed shall constitute acceptance of continued coverage."

Part IV.G. is hereby revised as follows:

"FHP reserves the right to verify eligibility data maintained by Employer and to review all employee records maintained by Employer as they relate to establishment and maintenance of eligibility for Plan membership, provided, however, that such right shall be limited to the extent permitted by law and the requirement for confidentiality of employee information."

Part IV.H. is hereby deleted in its entirety from this Agreement.

Part V.C. is hereby revised as follows:

"Services shall be provided for any condition arising from pregnancy or resulting childbirth and any complications thereof including abortion, delivery, antepartum and postpartum care, and ordinary nursing care of the newborn infant during the mother's certified Hospital confinement. No co-payments shall be applicable to such services."

Part V.F.5.h. is hereby added to this Agreement, as follows:

"Laboratory tests, skin tests and x-rays for the purpose of diagnosing allergy, with the Member paying fifty percent (50%) of the allowable cost of such services, but not to exceed a maximum co-payment of seventy five dollars (\$75.00.)"

Part V.F.8. is hereby added to this Agreement, as follows:

"Services of a Participating Speech Therapist for speech therapy when the Member's Participating Physician determines that such therapy is medically necessary. The Member shall pay three dollars (\$3.00) to the Therapist for each visit."

Part V.K. is hereby revised as follows:

"If a Member is totally disabled at the time his coverage hereunder is terminated for reasons other than voluntary disenrollment, failure to pay prepayment fees specified herein, or for cause as stated in Part III.A.2.g. and h. hereof, FHP shall provide terminal benefits according to the following provisions:

1. For the purpose of this benefit, a Member is considered totally disabled when he is confined in a Participating Hospital or a Participating Skilled Nursing Facility and such admission has been certified by CHAP or when as a result of bodily injury or disease he is prevented in engaging in any occupation for compensation or profit or is prevented from performing substantially all regular and customary activities usual for a person at his age and family status.
2. The services and benefits set forth herein shall be furnished solely in connection with the condition causing total disability and for no other condition, illness or injury. Terminal services and benefits shall be provided only when written certification of the disability and the cause thereof has been furnished to the FHP by the Member's Participating Physician within thirty (30) days from the date coverage is terminated. Proof of continuation of total disability must be furnished not less frequently than sixty (60) day intervals during the period that terminal services and benefits are available.
3. Terminal benefits shall be provided for the shortest of the following periods:
 - a. Until total disability ceases; or
 - b. For a maximum period of twelve (12) months from the date of termination of coverage; or
 - c. Until the Member's enrollment under any replacement hospital or medical plan.

Part VII.R. is hereby revised as follows:

"FHP shall furnish the benefits and services provided for in this Agreement as specified herein without increase or decrease in benefits for the initial term of this Agreement from 1 October 1980 through 30 September 1981 unless FHP and the Employer agree in advance to such increase or decrease. FHP shall have the right to increase or decrease benefits at the end of such initial term and at the end of such subsequent terms as are agreed upon by FHP and the Employer, provided, however, that FHP shall give the Employer thirty (30) days prior written notice thereof and subject to Employer's acceptance thereof."



FOUNDATION Health Plan

YOLO COUNTY AGREEMENT NO. 80-249

FOUNDATION HEALTH PLAN

FILED

A HEALTH MAINTENANCE ORGANIZATION SERVING

THE FIVE COUNTIES OF SACRAMENTO,

EL DORADO, NEVADA, PLACER, AND YOLO

AGREES TO PROVIDE

SERVICES AND BENEFITS, AS HEREIN SPECIFIED,

FOR SUCH ACTIVE AND RETIRED EMPLOYEES, AS HEREIN DEFINED OF

AUG 26 1980

PETER McNAMEE, Clerk

By

DEPUTY

COUNTY OF YOLO

(herein called "the Employer")

and such of their eligible Family Members, herein defined, as have been enrolled hereunder, subject to all of the terms and conditions set forth on the subsequent pages hereof, which are a part of this Agreement as fully as if appearing over the signature hereto.

This Agreement will become effective on 1 October 1980, at 12:01 a.m. standard time at Sacramento, California, and will remain in effect for the term of one month from said date, and with the consent of the Foundation Health Plan, from month to month thereafter.

IN WITNESS WHEREOF, Foundation Health Plan (FHP) and the Employer have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the Effective Date hereof.

FOUNDATION HEALTH PLAN

BY:

George Deubel, Executive Director

DATE: 28 July 1980

BY:

THYLIA L. THOMPSON
CHAIRMAN, BOARD OF SUPERVISORS

DATE: August 19, 1980

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY:

CHARLES R. MACK

I. DEFINITIONS

- A. Benefit Period: A period commencing with the first day of inpatient hospital care for an individual enrolled in Medicare's Hospital Insurance. A new benefit period will commence when an individual has not been an inpatient in a hospital or skilled nursing facility for sixty (60) consecutive days.
- B. Certified Confinement: A hospital or skilled nursing facility confinement which has been approved by the Greater Sacramento Professional Standards Review Organization (G.S.P.S.R.O.).
- C. Emergency Care: Services required for the alleviation of severe pain or the immediate diagnosis and treatment of an unforeseen illness or injury which, in the opinion of the attending physician, if not immediately diagnosed and treated could lead to further disability or death.
- D. Employee: An individual whose active or retired employment status with the Employer is the basis for eligibility for enrollment hereunder for himself and/or his eligible Family Members.
- E. Family Member: Any member of an employee's family who meets all applicable eligibility requirements of Part II hereof.
- F. Foundation Health Plan: A California corporation, hereinafter referred to as "FHP", operating pursuant to Chapter 2.2 of Division 2 of the Health and Safety Code (commencing with Section 1340) commonly known as the Knox-Keene Health Care Services Plan Act of 1975.
- G. Foundation Health Plan Individual Practice Association: A California corporation, hereinafter referred to as "FHP/IPA", operating as an Individual Practice Association which has a written Agreement with FHP to arrange for the provision of services to members through its written service Agreements with health professionals, a majority of whom are licensed to practice medicine.
- H. Greater Sacramento Professional Standards Review Organization: A private organization of licensed doctors or of medicine or osteopathy, hereinafter referred to as "G.S.P.S.R.O.", instituted under Public Law 92-603 for the purpose of establishing the medical necessity of hospital admissions and assuring that the level of care is appropriate and cost effective for those persons whose hospital expenses are provided from public funds.
- I. Hospital: An institution which is licensed under State and Local Laws and Regulations to provide, on the order of a physician, diagnostic and therapeutic services for the medical diagnosis, treatment and care of persons in need of acute inpatient hospital care, and which is recognized by the Secretary of the Department of Health, Education and Welfare for the provision of this type of care according to Medicare.

I. DEFINITIONS (cont'd)

- J. Inpatient: An individual confined as a bed patient in a hospital or skilled nursing facility who requires routine or specialized hospital services. Also, services rendered in a hospital or skilled nursing facility while the individual is confined as a bed patient.
- K. Medically Necessary: Determined by a physician to be appropriate treatment and required for the general health of the patient.
- L. Medicare: The programs of medical care coverage set forth in Title XVIII of the Social Security Act as amended by Public Law 89-97, and including any amendments which may be effective in the future. These programs are further defined as Part "A", Hospital Insurance and Part "B", Medical Insurance.
- M. Member: An Employee or Family Member who meets all applicable eligibility requirements of Part II hereof and is enrolled hereunder and for whom the prepayment required by Part IV hereof actually has been received by FHP.
- N. Open Enrollment: A period occurring at intervals established by the Employer, during which time eligible employees and Family Members may join the Plan.
- O. Outpatient: An individual who is not confined as a bed patient in a hospital who requires medical treatment or attention. Also, services medical in nature rendered in a physician's office, in an appropriate licensed facility or as non-hospitalized treatment in that part of a hospital designed for accommodating ambulatory or emergency patients.
- P. Participating Physician: A doctor of medicine who has a written Agreement with FHP/IPA to provide medical services to FHP enrolled Members.
- Q. Participating Provider: A participating physician, or other health professional trained and licensed to provide health care services, or a facility designed and licensed to provide health care services, having a written Agreement with the FHP/IPA or the FHP to provide health care services to FHP enrolled Members.
- R. Reasonable Charges: A determination made by the Medicare carrier or fiscal intermediary for this service area, used as the basis for medical insurance payments for covered services and supplies under Medicare.
- S. Service Area: The five counties of Sacramento, El Dorado, Placer, Nevada, and Yolo, in the State of California.

I. DEFINITIONS

- T. Skilled Nursing Facility: A facility which is licensed under State and Local Laws and Regulations to operate as a skilled nursing facility, and which is recognized as a skilled nursing facility by the Secretary of Health, Education and Welfare of the United States according to Medicare.
- U. Usual, Customary and Reasonable: Usual - The "usual" fee is that fee usually charged, for a given service, by an individual Physician to his private patients (i.e., his own usual fee); Customary - A fee is "customary" when it is within the range of the usual fees charged by Physicians of similar training and experience, for the same service within the same specific and limited geographic area (socio-economic area of a metropolitan area or socio-economic area of a county) as determined by the contracting Individual Practice Association, the FHP/IPA; Reasonable - The fee is "reasonable" when it meets the above two criteria or in the opinion of the responsible Medical Care Foundation or medical association's review committee, is justifiable, considering the special circumstances of the particular case in question.

II. ENROLLMENT PROVISIONS

A. Eligibility for Enrollment

1. Every active or retired Employee of the Employer who meets the requirements specified by the Employer according to his established personnel policies shall be eligible to enroll, provided such Employee is enrolled in Medicare's Hospital Insurance (Part "A") and Medical Insurance (Part "B").
2. Family Members of Employees who meet the requirements specified by the Employer in his established personnel policies shall be eligible to enroll, subject to the following provisions:
 - a. The Employee must be enrolled in FHP under this Agreement, or under the Agreement between FHP and the Employer to provide health care services, for persons not eligible for Medicare; and
 - b. The Family Member must be enrolled in Medicare Hospital Insurance (Part "A") and Medical Insurance (Part "B").
3. No person is eligible to enroll hereunder who has had FHP terminated for cause twice under any FHP Agreement.

B. Prerequisites of the Employer

The Employer shall have the right to determine the requirements under which Employees and Family Members may be eligible for coverage under this Agreement, provided, however, that these requirements shall be according to the Employer's established personnel policies, and that each Employee and Family Member shall fulfill the requirements stated in Part II. A. hereof. The Employer's prerequisites are specified in Addendum Number One hereof.

C. Conditions of Enrollment

1. Each Employee eligible to enroll who files an application for membership for himself and his eligible Family Members on forms provided by FHP with the Employer no later than thirty (30) days after he first becomes eligible shall have fulfilled the conditions of enrollment.
2. If an Employee fails to file an application for membership with his Employer within thirty (30) days after he first becomes eligible for enrollment, FHP shall have the right to refuse such membership until the Employer's next open enrollment period.
3. If an Employee fails to file an application for membership for any Family Member within thirty (30) days of the date on which that Family Member becomes eligible for membership, FHP shall have the right to refuse such membership until the Employer's next open enrollment period.

II. ENROLLMENT PROVISIONS (cont'd)

D. Commencement of Coverage

After fulfilling the Conditions of Enrollment stated in Part II. C., coverage shall commence for an Employee and/or Family Member(s) as follows:

1. On the first day of the calendar month following receipt by FHP from the Health Care Financing Administration of the U.S. Department of Health, Education and Welfare, (hereinafter referred to as "HCFA") of verification of the individual's eligibility for Medicare.
2. Until such time as verification of Medicare eligibility for an individual is received from HCFA, FHP agrees to provide all services and benefits of this Agreement on a temporary basis to such individuals, commencing as follows:
 - a. For an Employee enrolled on the Effective Date of this Agreement and for his eligible Family Members, if coverage is elected therefore, coverage shall commence as of the Effective Date of this Agreement.
 - b. For an Employee becoming enrolled subsequent to the Effective Date of this Agreement and for his eligible Family Members, coverage is effective as of the first day following completion of the Employer's requirements for eligibility.
 - c. For a Family Member of an Employee who becomes eligible after such Employee has been enrolled hereunder, coverage shall commence as of the first day following the completion of the Employer's requirements for eligibility.
 - d. For any eligible Employee and for his eligible Family Members who apply for enrollment or re-enrollment during an Employer's open enrollment period, coverage shall commence on the Effective Date established by the Employer following the open enrollment period.

In the event HCFA fails to verify the individual's eligibility for Medicare, or determines such individual is not enrolled in Medicare, FHP shall cease to provide coverage for such individual under this Agreement on the last day of the calendar month following receipt of such information from HCFA. In the event such an individual is otherwise eligible according to the Employer's eligibility requirements, the individual's enrollment may be transferred to the Agreement between FHP and the Employer which provides health care services for persons not eligible for Medicare, provided, however, that such transfer shall not be provided for any individual who is eligible for Medicare but has not elected to enroll thereunder.

III. TERMINATION AND RELATED PROVISIONS

A. Termination of Coverage

1. Coverage may be terminated by either the FHP or the Employer, by giving not less than thirty (30) days written notice to the other party. Termination shall be effective on the next succeeding prepayment fees due date following completion of the thirty (30) day notice period. Failure to give such notice shall constitute an election to renew on the same terms and conditions.
2. Coverage may be terminated for individual Members by any of the following conditions:
 - a. By the Employer or FHP's termination of this Agreement.
 - b. Without written notice, upon failure to pay prepayment fees specified in Part IV of this Agreement within a grace period of fifteen (15) days. No services or benefits will be provided during the grace period unless payment is received before the expiration of the grace period or unless otherwise provided herein.
 - c. On the first day of the month following thirty (30) days after receipt by FHP of the Employee's written notice to voluntarily disenroll. Voluntary disenrollment of the Employee's coverage automatically terminates coverage for all of the Employee's Family Members.
 - d. On midnight of the last day of the month in which the Member fails to qualify for coverage in accordance with Part II.A.; except coverage hereunder may be continued for a Subscriber and any enrolled Family Member if such Subscriber is granted a temporary leave of absence in accord with the Employer's established personnel policies, and subject to the payment of monthly prepayment fees mentioned herein.
 - e. On midnight of the last day of the month in which entry of the final decree of dissolution of marriage or annulment, a spouse shall cease to be an eligible Family Member.
 - f. On fifteen (15) days written notice in the event that the FHP determines through the established grievance and Member health education procedures, that a Member has failed to maintain satisfactory Physician/Provider-Member or Plan-Member relationship, the Plan may expell the Member and terminate coverage. In this event all Members enrolled in the Employee's family unit are eligible for expulsion. At the effective date of such termination, prepayment received on account of such terminated Member(s) applicable to periods after the effective date of

III. TERMINATION AND RELATED PROVISIONS (cont'd)

termination shall be refunded on a pro-rata basis within thirty (30) days, together with any amount due on claims, if any, less any amounts due the FHP. FHP's liability or responsibility under this Agreement to provide any health services to such Members shall terminate on such termination date of coverage.

- g. On the last day of the month following written notification by FHP, if a Member permits another person to use his FHP identification card.

B. Reinstatement

In the event that the FHP accepts a prepayment fee after this Agreement has been otherwise terminated, and without requiring a new application, this Agreement shall be reinstated as though it had never terminated, unless the FHP shall, within five (5) business days of receipt of such payment, either;

1. Refund the payment so made; or
2. Issue to the Employer a new Agreement accompanied by written notice stating clearly those respects in which the new Agreement differs from the terminated Agreement in benefits, coverage or otherwise.

C. Review by Corporations Commissioner

An Employee or Family Member who alleges that an enrollment or coverage has been cancelled or not renewed because of the Enrollee's or Family Member's health status or requirements for health care services, may request a review by the Commissioner of Corporations of the State of California. Information relative to this procedure is available through the FHP at 650 University Avenue, Sacramento, California 95825.

D. Re-Enrollment

1. Members who have voluntarily disenrolled, or whose coverage has been terminated for non-payment of prepayment fees may apply for re-enrollment during the Employer's next open enrollment period, provided all Employer and Plan eligibility requirements are satisfied.
2. Members who have been expelled by the FHP through the FHP grievance procedures, may request re-enrollment at the next open enrollment period, provided a minimum of six (6) months have elapsed since expulsion. All Employer and Plan eligibility requirements must be satisfied.
3. Members expelled twice by the FHP will have no further opportunity to re-enroll.

III. TERMINATION AND RELATED PROVISIONS (cont'd)

E. The Conversion Privilege

If coverage for an Employee and enrolled Family Member(s) terminates because the Subscriber's employment terminates or the Subscriber is no longer eligible for temporary leave of absence according to the Employer's established personnel policy, the Subscriber may apply on behalf of himself and all enrolled Family Members for an FHP Individual Membership Agreement as may be in effect at the time of his application for conversion. This conversion privilege is also provided for any enrolled Family Member who ceases to be eligible for Family Member coverage under the terms of this Agreement while the Employee remains covered or because of the death of the Employee; except that no conversion privilege shall be available to any Member whose membership is terminated for any of the following reasons:

1. Expulsion by the FHP through its grievance mechanism and procedures;
2. Failure to pay prepayment fees set forth in this Agreement;
3. The Member becomes ineligible for Medicare Medical Insurance (Part "B".)
4. Permitting the use of his FHP identification card by other persons.

No evidence of good health will be required. However to be eligible for the conversion privilege, written application must be made and the first prepayment fee paid within thirty (30) days following termination of coverage under this Agreement.

IV. SCHEDULE OF PREPAYMENT FEES

- A. The Employer shall pay to the FHP (or shall make arrangements for payment satisfactory to FHP) on or before the first day of each month the prepayment fees in the amounts specified in Addendum Number Two hereof.
- B. The Employer shall have the right to determine what portion of the prepayment fees shall be contributed by the Employee, either by deduction from payroll check or retirement warrant, or by direct payment. However, the Employer is responsible for the collection of Employee contributions (if any) unless other arrangements acceptable to FHP for said contributions are made.
- C. Only Members for whom the stipulated payment is actually received by FHP are entitled to health services and benefits covered hereunder for the period for which such payment is received.
- D. Upon default of any payment of any monthly prepayment fees listed above on behalf of any Employee and for Family Members, coverage for such Employees and Family Members shall be terminated, provided, however, that a grace period of fifteen (15) days from the first day of each month shall be allowed for such payment.
- E. The Employer agrees to accept the responsibility for furnishing current eligibility information and FHP may rely upon the latest information received as correct without further verification. The FHP will not refund any prepayment fees to an Employer, paid for an ineligible Member if the request for such refund is made later than sixty (60) days after the receipt of payment by FHP for said ineligible Member.
- F. If a state or other taxing authority imposes upon the FHP a tax which is levied upon or measured by prepayment by FHP's gross receipt or any portion of either, then Employer shall remit to FHP with the prepayment fees an amount sufficient to cover all such taxes and license fees, rounded to the nearest cent, except that the Employer is not deemed in default in payment of such amount until FHP has given thirty (30) days notice thereof.
- G. FHP reserves the right to verify eligibility data maintained by Employer and to review all Employee records maintained by Employer as they relate to establishment and maintenance of eligibility for Plan membership, provided, however, that such right shall be limited to the extent permitted by law and the requirement for confidentiality of Employee information.
- H. The amount of the monthly prepayment fees for any monthly period subsequent to the first month may be determined and changed at the end of any month by FHP provided, however, that the Employer shall be notified of any change at least thirty (30) days in advance of the Effective Date. Payment of any monthly prepayment fees as changed shall constitute acceptance of continued coverage.

V. SERVICES AND BENEFITS

A. Hospital Services

1. The following inpatient services shall be provided while the Member is certified by GSPSRO for hospital confinement:

- a. Use of a room of two or more beds, or a private room when medically necessary as determined by GSPSRO.
- b. Special care units such as an intensive care unit or a coronary care unit.
- c. Diagnostic x-rays and radiotherapy.
- d. Laboratory and other diagnostic tests.
- e. Operating, recovery, and treatment rooms.
- f. Medical and surgical supplies, casts and dressings.
- g. Drugs and medications supplied by and used in the hospital.
- h. Physical therapy, occupational therapy, speech pathology services.
- i. Blood, blood products and blood plasma and its administration.

These services will be provided for a maximum of ninety (90) days in each benefit period. A Member who requires hospitalization for a continuous period in excess of ninety (90) days in each benefit period will be provided these services for a maximum of sixty (60) additional days to be utilized during the Member's lifetime (hereinafter called "reserve" days.) If the Member requires inpatient hospital services in excess of ninety (90) days in each benefit period and sixty (60) "reserve" days, such services will be provided for an unlimited number of days, as long as the Member's confinement is medically necessary (as certified by GSPSRO) and as long as the Member is confined in a Participating Hospital and under the care of a Participating Physician.

2. The following outpatient services shall be provided at a hospital:

- a. All necessary services furnished by the hospital in connection with surgical treatment or emergency room treatment, including operating room, treatment room, emergency room; laboratory and other diagnostic tests; diagnostic x-rays; radiotherapy; medical supplies such as splints and casts; drugs and medications furnished by and administered at the hospital.

V. SERVICES AND BENEFITS (cont'd)

- b. All necessary services furnished by the hospital in connection with hemodialysis for chronic renal disease.

B. Continued Care Program

1. Skilled Nursing Facility Services

The following inpatient services shall be provided in a skilled nursing facility, when such confinement follows at least three (3) days confinement in a hospital, and when such confinement has been certified by GSPSRO.:

- a. Use of a room of two or more beds, or a private room if medically necessary (as certified by GSPSRO.)
- b. Regular nursing services.
- c. Drugs and medications furnished by and used in the skilled nursing facility.
- d. Physical therapy, occupational therapy, and speech therapy.
- e. Medical supplies and appliances furnished by and used in the facility.

These services will be provided for a maximum of one hundred (100) days in each benefit period as long as the Member requires daily skilled nursing care or rehabilitative services.

2. Home Health Care

If home health care is necessary for further treatment of a Member's condition which was treated in a hospital or skilled nursing facility, and such home health care follows a hospital stay of at least three (3) days, a maximum of one hundred (100) home health visits shall be provided in each benefit period, subject to the following conditions:

- a. The Member is confined to home.
- b. Member requires part-time skilled nursing care, or physical or speech therapy.
- c. The Member's physician determines the need for home health care and establishes a home health plan for the Member within fifteen (15) days after his discharge from a hospital or skilled nursing facility.
- d. The home health agency providing the services is certified as a Medicare provider.

V. SERVICES AND BENEFITS (cont'd)

In addition to the home health care services stated above, these services will be provided for a maximum of one hundred (100) visits in each calendar year for a Member who has not been hospitalized, subject to the following conditions:

- a. The Member must be confined to his home.
- b. These services are ordered by the Member's physician under a plan for home health care.
- c. The Member requires part-time skilled nursing care, or physical or speech therapy.
- d. The home health agency providing the services is certified as a Medicare provider.

C. Physicians' Services

The following services shall be provided when medically necessary and rendered by a physician:

1. Surgery, assistant surgery, anesthesiology.
2. Examinations in hospital, skilled nursing facility, physician's office, or the Member's home. These services include routine foot care which must be performed by a physician because the Member has a medical condition affecting the lower limbs (such as severe diabetes.)

D. Prescribed Medical Services

The following services shall be provided when medically necessary and ordered by a physician:

1. Diagnostic x-rays.
2. Radiotherapy.
3. Laboratory and other diagnostic tests.
4. Treatment by a licensed physical therapist or speech pathologist.
5. Dressings, splints and casts furnished by the physician.
6. Medically necessary injections or immunizations administered or ordered by the physician.
7. Prosthetic devices.
8. Medically necessary transportation by a licensed ambulance service.

V. SERVICES AND BENEFITS (cont'd)

9. Rental or purchase of durable medical equipment when medically necessary and prescribed by the physician for use in the Member's home. Monthly rental charges will be paid as long as the equipment is medically necessary, or until a reasonable purchase price has been paid for monthly rental charges. If the Member chooses to purchase the equipment instead of renting it, the Member will be reimbursed in monthly installments equal to the monthly rental charge until the equipment is no longer medically necessary or until the purchase price is completely reimbursed.

E. Mental Health Services

1. The following inpatient services shall be provided while the Member is confined in a Medicare-approved psychiatric hospital and while such confinement is certified by GSPSRO.
 - a. All medically necessary services furnished by the hospital.
 - b. Psychotherapy by a physician.

These services will be provided for a maximum of one hundred and ninety (190) days in the Member's lifetime.

2. The following outpatient services shall be provided.
 - a. Psychiatric treatment by a physician for evaluation, crisis intervention, and short-term psychotherapy for a maximum of ten (10) visits in each calendar year, or a maximum benefit of \$500.00.
 - b. When outpatient psychiatric treatment as specified in Part E. 2. a. above is provided by a Participating Physician, an additional ten (10) visits or a maximum of twenty (20) visits in each calendar year will be provided.

F. Preventive Health Services

The following preventive care services will be provided:

1. One visit in each calendar year to a Participating Physician's office for a complete physical examination.
2. Diagnostic x-rays, laboratory and other diagnostic tests when ordered by a Participating Physician and performed by a Participating Provider in connection with the physical examination.
3. Immunizations recommended by the U.S. Public Health Service when given or ordered by a Participating Physician.

G. Outpatient Prescription Drugs

Reimbursement shall be provided to the Member for the usual and customary cost of prescription drugs and medication, subject to the following conditions:

1. The drugs and medications must be ordered by a Participating Physician and purchased at a licensed pharmacy.
2. Coverage is provided only for those medications for which a written prescription order by the physician is required, except for insulin, syringes and/or needles and other supplies for the treatment of diabetes.
3. The Member shall be responsible for the first \$25.00 of prescription drug expenses incurred in each calendar year, and for twenty percent (20%) of the usual and customary cost of such drugs in excess of the first \$25.00.

H. Non-Participating Provider Provisions

1. If the Member elects to receive non-emergency health care services from a physician or other provider who does not participate in FHP, the services and benefits listed in Part V. shall be provided, subject to the following provisions and limitations:
 - a. The services and benefits shall be limited to those provided by Medicare as specified in Your Medicare Handbook.
 - b. Benefits shall be provided by reimbursement for expenses incurred. The Member shall be required to make claim for reimbursement on forms furnished by Medicare to the Medicare carrier or fiscal intermediary.
 - c. Upon receipt of proof from the Member of the disposition of his claim for reimbursement by the Medicare carrier or fiscal intermediary, FHP shall provide supplemental reimbursement to the Member for any deductibles and/or coinsurances applicable to his Medicare benefits.
 - d. The Medicare carrier or fiscal intermediary shall determine the reasonable charge for all such services, and total reimbursement to the Member by the Medicare carrier or fiscal intermediary and FHP shall not exceed such determination of reasonable charges.

V. SERVICES AND BENEFITS (cont'd)

2. If the Member receives medically necessary emergency care from a physician or other provider who does not participate in FHP, the services and benefits listed in Part V. shall be provided, subject to the following provisions and limitations:
 - a. Upon receipt of proof from the Member of expenses incurred, FHP shall provide reimbursement to the Member, and
 - b. Reimbursement shall be limited to the usual, customary and reasonable charges for the services rendered.

VI. LIMITATIONS AND EXCLUSIONS

A. Conditions Under Which Benefits Will Be Provided

1. Hospital services and benefits shall be limited to those customarily furnished by the hospital and ordered by the attending physician in connection with the medically necessary diagnosis and direct care and treatment of the illness, disease or injury for which hospitalization was certified.
2. Skilled nursing facility and home health agency services shall be limited to those services customarily furnished by the provider. Only those covered services which are consistent with the degree of disability and medical needs of the Member on referral of the attending physician will be provided. Such services will continue only while the Member is under the direct and active medical supervision of a physician.
3. Professional services and other services and benefits set forth herein other than the preventive care services provided under Section V. F. of this Agreement will be provided only when furnished in connection with the medically necessary diagnosis and treatment of an illness, disease or injury.

B. General Limitations and Exclusions

FHP shall not be required to provide benefits and/or services for:

1. Any services rendered prior to the Member's effective date.
2. Any services rendered after the termination of the Member's coverage under this Agreement, except as provided in Part V.I. hereof.
3. Hospital confinement or skilled nursing facility confinement which has not been certified by GSPSRO.
4. Private duty nursing services.
5. Custodial care or homemaker services.
6. Any services in connection with eye or hearing examinations for the purpose of prescribing or fitting eye glasses or hearing aids.
7. Eye glasses, contact lenses, hearing aids, dentures, and supplies related to these appliances.
8. Plastic surgery done primarily for cosmetic reasons unless required because of an accidental injury or to improve the function of a malformed part of the body.

VI. LIMITATIONS AND EXCLUSIONS (cont'd)

9. Foot supports or orthopedic shoes, unless an integral part of a brace.
10. Experimental procedures, or procedures which have not been accepted by FHP or Medicare as standard medical practice for treatment of the Member's condition.
11. Treatment for disabilities connected to military service for which the Member is legally entitled to care through the Veterans Administration.
12. Services for which no charge is made or for which the Member or another party on the Member's behalf has no legal obligation to pay.
13. Any services provided by an immediate relative of the Member, or a person customarily residing in the Member's household.
14. Chiropractic treatment except for manual manipulation of the spine to correct a subluxation that can be demonstrated by x-ray. No benefits shall be provided for any other diagnostic or therapeutic service, including x-rays, when furnished by a chiropractor.
15. Physiotherapy services by an independently practicing physical therapist in his or her office or in the Member's home are limited to a maximum payment of \$100.00 in a calendar year. This limitation does not apply to out-patient physiotherapy services furnished by a hospital, skilled nursing facility, home health agency, rehabilitation agency or public health agency approved by Medicare.
16. Podiatric services for routine foot care are limited to those services which must be performed by a physician for the Member's medical condition affecting the lower limbs (such as severe diabetes.) Routine foot care services which are not provided include hygienic care, treatment for flat feet or other structural misalignments of the feet, and removal of corns, warts, plantar warts and callouses.
17. Dental care is limited to surgery of the jaw or related structures or the treatment of fractures of the jaw or facial bones. No services are provided in connection with the treatment, filling, removal or replacement of teeth; root canal therapy; surgery for impacted teeth, and other surgical procedures involving the teeth or structures directly supporting the teeth.
18. Services for mental or emotional disorders, or other psychiatric conditions are limited to those services and benefits specified in Part V. D. of this Agreement.

VI. LIMITATIONS AND EXCLUSIONS (cont'd)

19. Treatment of narcotism or alcohol addiction is limited to those services necessary for detoxification, diagnosis, emergency care, and treatment of medical complications.
20. Routine physical examinations, laboratory tests and x-rays performed in connection with these examinations (services which are not intended to diagnose or treat illness or injury) are limited to one such examination in each calendar year. No coverage is provided for examinations for employment, licensure, or insurance.
21. Patent or proprietary medicines, or medicines not requiring a written prescription order; injectible medications, except for insulin; hypodermic syringes and/or needles except for the administration of insulin; cosmetics, dietary supplements, vitamins, or health or beauty aids; experimental drugs and medications; or drugs or medicines dispensed in connection with any condition coming within the limitations or exclusions specified in Part VI of this Agreement.

VII. GENERAL PROVISIONS

A. Workers' Compensation Insurance

This Agreement is not in lieu of and does not affect any requirement of coverage by Workers' Compensation Insurance.

B. Articles of Incorporation and Bylaws of the Foundation Health Plan

None of the terms or provisions of the Articles of Incorporation or Bylaws of the FHP shall form a part of this Agreement or be used in the defense of any suits hereunder unless the same is set forth in full herein.

C. Services Non-Transferable

No person other than the Member is entitled to receive hospital services and benefits and surgical and medical benefits furnished under this Agreement. Such right to services and benefits is not transferable.

D. Endorsement of Change

No agent of the FHP is authorized to change the form or content of this Agreement in any manner or degree other than by duly executed endorsement issued to form a part hereof.

E. Relationship of Parties

The relationship between FHP and Participating Providers is an independent contractor relationship; Participating Providers are not agents or employees of FHP, nor is FHP, nor any employee of FHP, an employee or agent of Participating Providers.

Participating Providers maintain the Participating Provider-Patient relationship with Members and are solely responsible to Members for all of their services. In no event shall FHP be liable for the negligence, wrongful acts, or omissions thereof by a Participating Provider's delivery of services called for under this Agreement, nor shall FHP be liable for services or facilities which for any reason beyond its control are unavailable to the Member.

No Member is the agent or representative of FHP and no Member is liable for any acts or omissions of FHP, its agents or employees, or of any Participating Provider, or any other person or organization with which FHP has made or hereafter makes arrangements for the performance of services under this Agreement.

The Employer is not the agent or representative of FHP nor is the Employer liable for any acts or omissions of FHP, its agents or employees, or of any Participating Provider, or any other person or organization with which FHP has made or hereafter makes arrangements for the performance of services under this Agreement. FHP agrees to indemnify and hold the Employer

VII. GENERAL PROVISIONS (cont'd)

harmless against all claims, damages, losses or expenses which are the result of or are alleged to be the result of the failure to provide or the negligent provision of medical services and supplies under this Agreement by Participating Providers or any other person or organization with which FHP has made or hereafter makes arrangements for the provision of services. The Employer agrees to notify FHP in writing promptly of any such claims and to assist FHP (at FHP's expense) in the defense of same.

F. Refusal of Treatment

Should any Member, for personal reasons, refuse to accept procedures or treatment recommended by Participating Physicians, such Physicians may regard this refusal to accept their recommendations as incompatible with the continuance of the Physician-Patient relationship and as obstructing the provision of proper medical care. If a Member refuses to accept such a recommended treatment or procedures, and the Physician believes that no professionally acceptable alternative exists, such Member shall be so advised. If the Member still refuses to accept the recommended treatment or procedure, then neither FHP nor any Participating Provider shall have any further responsibility to provide care for the condition under treatment.

G. Notice

Any notice required hereunder shall be deemed to be sufficient if mailed to the Employer at the address appearing on the records of FHP and, if required of the Employer, mailed to the principal office for the FHP in Sacramento, California. Any notice so mailed by the FHP shall be disseminated to the Members by the Employer no later than seventy-two (72) hours after receipt.

H. Clerical Error

No clerical error on the part of the Employer shall operate to defeat any of the rights, privileges, or benefits of any Employee or his covered Family Members.

I. Right of Recovery

Whenever payments for covered services have been made by the FHP and said payments exceed the maximum amount of payment necessary to satisfy the intent of this Agreement, irrespective to whom paid, the FHP shall have the right to recover such excessive amounts from any persons to, or for, or with respect to whom such payments were made, or from any other insurance company, other organizations, or persons.

VII. GENERAL PROVISIONS (cont'd)

J. Identification Cards and Individual Certificates

The FHP shall issue to the enrolled Employee and his enrolled Family Member(s) an identification card and an Evidence of Coverage setting forth a statement of the services and benefits to which the Members are entitled. Cards issued to Members pursuant to this Agreement are for identification only. Possession of an FHP identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services and benefits, the holder of the card must, in fact, be a Member on whose behalf all applicable prepayment fees under this Agreement have actually been paid. Any person receiving services or other benefits to which he has not been entitled pursuant to the provisions of this Agreement is chargeable therefore at prevailing rates. If any Member permits the use of his FHP identification card by any other person, such card may be revoked by FHP and all rights of such Member and other Family Member(s) pursuant to this Agreement shall be immediately terminable at the option of FHP.

K. Warranty of Information Provided

Members or applicants for membership shall complete and submit to FHP such applications or other forms or statements as FHP may reasonable request. Members warrant that all information contained in such applications, forms, or statements submitted to FHP pursuant to enrollment under this Agreement or the administration hereof is true, correct and complete, and all rights to services and benefits hereunder are subject to the condition that all such information is true, correct and complete.

L. Amendment

This Agreement, including the Benefit Schedules and any addenda, may be amended by FHP in any respect at any time on thirty (30) days written notice to Employer. Employer's concurrence in such amendments is established by continuation of coverage hereunder after the effective date of such amendment.

M. Acceptance of Agreement

The Member or the Employer on behalf of the Member accepts this Agreement by making payment to FHP pursuant to Part IV. hereof, and such acceptance renders all terms and provisions hereof binding on FHP and Member.

N. Administration of Agreement

FHP may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement.

VII. GENERAL PROVISIONS (cont'd)

O. Agreement Binding on Family Members

By this Agreement, the enrolled Employee or the Employer on behalf of the enrolled Employee makes FHP coverage available to persons who are eligible under Part II, hereof and are accepted for enrollment. However, this Agreement is subject to amendment, modification, or termination in accordance with any provision hereof or by mutual agreement between FHP and the enrolled Employee without the consent or concurrence of Family Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members legally capable of contracting and legal representatives of all Members incapable of contracting agree to all terms, conditions, and provisions hereof.

P. Required Notices

Employee agrees to cooperate with FHP in disseminating to its Employees any disclosure forms, plan summaries or other material that may be required to be disseminated to Employees by the Knox-Keene Health Plan Act. It is understood that any such material required to be disseminated shall be delivered to Employer by FHP and disseminated to Employees by Employer no later than thirty (30) days after the receipt thereof.

Q. Regulation

FHP is subject to regulation by the California State Department of Corporations and this Agreement is subject to the requirements of Chapter 2.2 of Division 2 of the Health and Safety Code and of Chapter 3 of Title 10 of the California Administrative Code.

1. Any provision required to be in the contract by either of the above shall bind the plan whether or not provided in the contract.
2. Pursuant to Government Code, Prepaid Health Plans must contain the following statements regarding the liability of Members in the event of non-payment by the Plan.
 - a. In the event that Plan fails to pay a FHP contracted provider, the Member shall not be liable to the provider for any sums owed by the Plan.
 - b. Non-contracted Provider - In the event the Plan fails to pay a non-contracted provider, the Member may be liable to the non-contracted provider for the cost of services.

VII. GENERAL PROVISIONS (cont'd)

R. Prohibition Against Decrease in Benefits

FHP shall furnish the benefits and services provided for in this Agreement as specified herein, and no decrease in benefits shall occur except upon FHP giving Employer thirty (30) days prior written notice thereof of any proposed diminution in benefits and services and the Employer's acceptance thereof.

S. Notice of Termination of Provider(s)

FHP shall advise Employer within a reasonable period of time of any termination or breach of contract by, or inability to perform of, any Participating Provider(s) if Employer would be materially affected thereby.

T. Limitations

1. Major Disaster or Epidemic - In the event of any major disaster or epidemic, Participating Providers shall render or attempt to arrange for the provision of covered services insofar as practical, according to their best judgement, within the limitations of such facilities and personnel as are then available, but neither FHP nor Participating Providers has any liability or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.
2. Circumstances Beyond FHP's Control - if due to circumstances not reasonable within the control of FHP, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, or similar causes, the rendition of services provided hereunder is delayed or rendered impractical, then neither the FHP nor Participating Providers has any liability or obligation for such delay or such failure to provide services.

VIII. ARBITRATION OF CLAIMS

1. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California Law, and not by a lawsuit or resort to court process except as California Law provides for judicial review of arbitration proceedings. The parties to this by entering into it, that is to say FHP on its behalf and the Employer on behalf of its Employees and the Employee on his behalf and on behalf of any Family Members, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.
2. It is further agreed and understood that any dispute as to professional or other negligence (that is as to whether the services provided by the FHP, or a Participating Provider, and/or other services rendered under the contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) together with any dispute whatsoever between the parties to the contract (excepting only disputes in no way arising from or otherwise related to the contract or any services rendered hereunder) will also be determined by submission to such arbitration. This includes, but is not limited to claims or suits for personal injury, for collection of debts or any other kind of civil claim or action by or against any party to the contract.
3. Any such arbitration shall be in accordance with the rules of the American Arbitration Association, and the medical arbitration rules of the California Hospital Association/California Medical Association in effect at the time the arbitration is commenced. Copies of such arbitration rules are available at the FHP office at 650 University Avenue, Sacramento, California.
4. Except as stated, this arbitration agreement shall apply to any legal claim, civil action or other dispute connected with or arising out of this Agreement by or against Subscriber or Family Member and any one or more of:
 - a. The FHP
 - b. Any doctor of medicine, or other practitioner of the healing arts or hospital or other facility who agrees in writing to be bound by this Agreement.

This Agreement is executed in Sacramento, California, on the date set forth hereinabove.

FOUNDATION HEALTH PLAN
A HEALTH MAINTENANCE ORGANIZATION SERVING
THE NINE COUNTIES OF SACRAMENTO,
SAN JOAQUIN, AMADOR, CALAVERAS, EL DORADO, NEVADA,
PLACER, TUOLUMNE, AND YOLO
AGREES TO PROVIDE
SERVICES AND BENEFITS, AS HEREIN SPECIFIED,
FOR SUCH ACTIVE AND RETIRED EMPLOYEES, AS HEREIN DEFINED OF

(herein called "the Employer")

and such of their eligible Family Members, herein defined, as have been enrolled hereunder, subject to all of the terms and conditions set forth on the subsequent pages hereof, which are a part of this Agreement as fully as if appearing over the signature hereto.

This Agreement will become effective on _____, 19____, at 12:01 a.m. standard time at Sacramento, California, and will remain in effect for the term of one month from said date, and with the consent of the Foundation Health Plan, from month to month thereafter.

IN WITNESS WHEREOF, Foundation Health Plan (FHP) and the Employer have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the Effective Date hereof.

FOUNDATION HEALTH PLAN

BY:

DATE:

BY:

BY:

DATE:

FOUNDATION HEALTH PLAN
ADDENDUM NUMBER ONE
PREREQUISITES OF THE EMPLOYER

1. This is Addendum Number One to the Agreement between the Foundation Health Plan and
COUNTY OF YOLO

(herein called the "Employer") of 1 October 1980
and is an integral part of said Agreement.

2. There is contained herein below, a complete and detailed statement of Employer Eligibility Prerequisites as established by the Employer and accepted by the Foundation Health Plan. Every Employee of the Employer must satisfy the following provisions in order to be eligible to enroll for coverage under this Agreement:

He or she must be a permanent Employee of the Employer, scheduled to work at least twenty (20) hours in each working week.

New employees who meet the above requirements and who enroll hereunder shall be eligible for coverage commencing on the first day of the calendar month following completion of the necessary biweekly payroll period to allow for the required payroll deductions by the County Auditor's Office.

FOUNDATION HEALTH PLAN
ADDENDUM NUMBER TWO
SCHEDULE OF PREPAYMENT FEES

1. This is Addendum Number Two to the Agreement between the Foundation Health Plan and
COUNTY OF YOLO

(herein called the "Employer") of 1 August 1980
and is an integral part of said Agreement.

2. There is contained below, a complete and detailed schedule of prepayment fees as established by the Foundation Health Plan and accepted by the Employer. Said schedule specifies the amounts and manner and time for the prepayment of fees:

For each individual eligible and enrolled hereunder, the Employer will pay to the Foundation Health Plan on or before the first day of each calendar month for which coverage is to be provided the following amounts:

Employee or Family Member -

~~\$31.65~~ 31.66 (FM)

The Employer shall have the right to determine which portion of the prepayment fees shall be contributed by the Employee and which shall be paid by the Employer, provided, however, that the Employer shall be responsible for collection of the Employees' contributions, if any, and for the transmittal of such contributions to Foundation Health Plan.

BR
FILE

SEP 16 1980

PETER McNAMEE, Clerk

AGREEMENT NO. 80-250

By

Jan. J. J.
DEPUTY

(Agreement Regarding Property Tax Adjustments)

THIS AGREEMENT executed this 26th day of August, 1980, by and between the City of Davis, a municipal corporation, State of California, hereinafter referred to as CITY, and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY,

WITNESSETH:

I. RECITALS.

A. Section 99 of the California Revenue and Taxation Code, as amended by Chapter 1161 of the Statutes of 1979, requires each city and county to agree to a negotiated exchange of property tax revenues prior to the effective date of any jurisdictional change in public agencies other than a city incorporation or formation of a district.

B. Revenue and Taxation Code Section 99 further requires the board of supervisors to negotiate any change of property tax revenues on behalf of any special district whose service area or service responsibility would be affected by such a jurisdictional change.

C. On May 27, 1980, the Yolo County Board of Supervisors approved a reorganization consisting of the annexation of territory to CITY and the detachment of the same territory from the Springlake Fire Protection District and from the Yolo County Resource Conservation District. The proceeding was designated as the Smith #3 reorganization to the City of Davis.

D. CITY and COUNTY have negotiated the matter of the exchange of property tax revenues to be exchanged as a result of the reorganization.

II. AGREEMENTS:

A. CITY and COUNTY agree that no property tax revenues shall be

1 exchanged between COUNTY, CITY, the Springlake Fire Protection District and
2 the Yolo County Resource Conservation District due to the Smith #3
3 reorganization to the City of Davis for the 1979-80 fiscal year. For the
4 1980-81 fiscal year, there shall be an exchange of property tax revenues among
5 the four affected agencies. For said year, neither the Springlake Fire
6 Protection District nor the Yolo County Resource Conservation District shall
7 receive any share of the property tax revenues derived from the territory
8 subject to the reorganization. For the 1980-81 fiscal year, the respective
9 portions of the property tax revenues derived from the territory subject to
10 the reorganization shall be determined according to the following calculations:
11

12 (1) By using tax rate equivalents, CITY and COUNTY shall determine
13 the total amount of property tax revenue to be allocated in 1980-81 to CITY
14 and COUNTY derived from all property within the boundaries of CITY as those
15 boundaries existed on January 1, 1980.

16 (2) CITY and COUNTY shall determine the relative proportions of the
17 total determined by paragraph (1) above, to be received by each agency for the
18 1980-81 fiscal year.

19 (3) For the 1980-81 fiscal year, CITY and COUNTY shall receive the
20 same relative proportion of the property tax revenue available to COUNTY
21 derived from the territory subject to the reorganization as determined in
22 paragraph (2) above. The property tax revenues to be so divided shall be those
23 available to COUNTY within the territory subject to the reorganization. Those
24 revenues available to COUNTY within such territory shall be deemed to include
25 tax rate equivalents, which except for this reorganization, would have been
26 authorized for the Springlake Fire Protection District and the Yolo County

1 Resource Conservation District for the 1980-81 fiscal year for the affected
2 territory, and any other tax rate equivalents allocated to COUNTY for the
3 1980-81 fiscal year for said territory.

4 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
5 the day and year first above written.

6 COUNTY OF YOLO, a political subdivision
7 of the State of California

8 BY *George J. Thompson*
9 CHAIRMAN OF THE BOARD OF SUPERVISORS
10 COUNTY OF YOLO, STATE OF CALIFORNIA

11 CITY OF DAVIS , a municipal
12 corporation

13
14 BY *Geoff J. Motley*
15 Mayor

16
17 BY *Howard L. Reese*
18 City Manager

AUG 28 1980

PETER McNAMARA, Director

AGREEMENT NO. 80-251

DEPUTY

(Agreement for Transportation Services)

THIS AGREEMENT, made and entered into this 26th day of

August, 1980, by and between the County of Yolo, a political sub-

division of the State of California, hereinafter referred to as COUNTY, and

Sacramento Ambulance Services, Incorporated, doing business as Sacramento

Ambulance Service, Inc., hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to provide transportation services for certain patients of its Mental Health Services, hereinafter referred to as MENTAL HEALTH.
2. CONTRACTOR is licensed to operate ambulance service in this State and meets and exceeds all operational, certification, licensing, equipment, and personnel requirements of the California Vehicle Code and Article 1 of Subchapter 5 of Title 13 of the California Administrative Code.

AGREEMENTS: COUNTY, in consideration of CONTRACTOR'S promises contained hereinafter recited agreements, and CONTRACTOR, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. DESCRIPTION OF SERVICES: The services to be performed by CONTRACTOR shall include the following:
 - a. Transportation of MENTAL HEALTH'S patients upon the oral or written request of DIRECTOR OF MENTAL HEALTH in accordance with the description of services contained in Exhibit "A" attached hereto and incorporated herein by reference thereto.
 - b. Maintenance of a current record of each call for which an ambulance of CONTRACTOR is requested. Such record shall be maintained for a period of not less than four (4) years, and shall be available at all reasonable times for review by authorized representatives of

COUNTY. Such record shall include:

- 1) Date, time and location of call and identity of person receiving same for CONTRACTOR.
 - 2) Identity of person requesting the service.
 - 3) Identification of each driver and attendant dispatched.
 - 4) If vehicle is not dispatched as requested, the reason therefore.
- c. Maintenance of all records concerning employment, employment advertisement, application forms and other pertinent data and records shall be available at all reasonable times for review by authorized representatives of COUNTY.

2. PAYMENT:

- a. CONTRACTOR shall be paid in accordance with rates and services schedule, attached hereto as Exhibit "A" and incorporated by reference thereto.
- b. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the DIRECTOR of MENTAL HEALTH setting forth in detail a description of the services rendered.

3. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely responsible and liable to pay all required taxes, including, but not limited to withholding and Social Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

4. LIABILITY:

- a. CONTRACTOR agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from CONTRACTOR'S per-

formance under this agreement.

b. CONTRACTOR shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of \$100,000/\$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

5. AMENDMENTS: The body of this Agreement, together with Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement or their successors in office.
6. TERM: This agreement shall commence on July 1, 1980, and shall terminate on June 30, 1981. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intention.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY Temple J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Deborah J. Gifford
DEPUTY

MENTAL HEALTH SERVICES

BY A. D. Thompson
DIRECTOR

Charles B. Mack
Sacramento Ambulance Services

APPROVED AS TO FORM
CHARLES B. MACK
COUNTY CLERK

Elizabeth A. Holtz
COUNTY COUNCIL

EXHIBIT "A"

SERVICES:

1. Lockable van from the inside with one E.M.T.

2. Additional Attendants
3. Alternative Transportation

CALLER DETERMINES MODE OF SERVICE

CRITERIA FOR DETERMINING MODE:

Van will be used unless it is less expensive, desirable, and beneficial to use another mode of transportation.

BID:

Base Rate: \$18.00 &
Mileage: .70 per mile round trip
Standby: \$ 9.00 per hour per attendant/driver
Dry Run: \$18.00 and \$.70 per mile round trip
\$10.00 per hour per attendant
Per individual agreement based on cheapest and most beneficial mode of transportation

FILED

AUG 28 1980

1 PETER McNAMER, Clerk AGREEMENT NO. 89-252
2 By DEPUTY (To Provide Partial Day Care Services)

3 THIS AGREEMENT, made and entered into this 25th day of
4 August, 1980, by and between the County of Yolo, a political sub-
5 division of the State of California, hereinafter referred to as COUNTY, and
6 Crestwood Hospital, Inc., dba Crestwood Manor, Carmichael and Sacramento, a
7 locked, private, for-profit corporation, licensed under the laws of the
8 State of California to provide skilled nursing care to the mentally disordered,
9 hereinafter referred to as PROVIDER.

10 W I T N E S S E T H:

11 RECITALS:

- 12 1. COUNTY desires to provide to patients of the County of Yolo who are
13 residents of Crestwood Manor certain mental health skilled nursing
14 services under the Short-Doyle Act (Welfare and Institutions Code
15 Section 5600, et. seq.) and other programs administered through the
16 Short-Doyle system which PROVIDER is equipped, staffed and prepared
17 to provide.
- 18 2. COUNTY believes it is in the best interests of the people of the
19 County of Yolo to provide said services by contract.
- 20 3. Said services will be provided by the PROVIDER in accordance with the
21 requirements of Title 9 of the California Administrative Code, and the
22 California Community Services Systems Manual.
- 23 4. This Agreement is contemplated and authorized by the Welfare and Insti-
24 tutions Code Section 5614 and 5653.

25 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in
26 hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S
27 promises contained in hereinafter recited agreements, agree:

28 1. PROVIDER'S SERVICE OBLIGATIONS:

- 1 a. PROVIDER agrees to provide the services as described in Exhibit
2 "A" attached hereto and incorporated herein by reference thereto.
3 The PROVIDER shall operate continuously throughout the term of this
4 agreement with at least the minimum number of staff required by
5 Title 9 of the Administrative Code for provision of services here-
6 under. Such personnel shall be qualified in accordance with all
7 applicable requirements of the Code and any amendments thereto.
- 8 b. Said services will be provided to such persons as are referred
9 in writing by COUNTY'S herein designated representative for
10 clinical matters. Said writing shall constitute a condition
11 precedent to COUNTY'S duty to pay for services rendered to a
12 patient by PROVIDER.

13 2. PAYMENT:

- 14 a. COUNTY shall pay PROVIDER for services rendered under the provision
15 of this agreement at the rate specified in Exhibit "B", attached
16 hereto and incorporated herein by reference thereto. Said payments
17 shall be made by COUNTY to PROVIDER monthly upon submission of a
18 claim to COUNTY'S herein designated representative for administra-
19 tive matters. Said claim will detail services rendered; and said
20 detail is expressly understood to be a condition precedent to
21 COUNTY'S duty to make payment on the claim.
- 22 b. Such compensation shall be reduced by such amounts PROVIDER is
23 determined entitled by COUNTY Mental Health's screening to charge
24 the patient under COUNTY'S Short-Doyle Program eligibility standards,
25 patient's insurance coverage, Medi-Care program coverage, Medi-Cal
26 program coverage and Grant program coverage.
- 27 c. COUNTY shall further pay such amounts PROVIDER has charged to
28 patients but which remain uncollected after billing and shown on

1 PROVIDER'S books six (6) months after the date the service was
2 rendered; provided, however, that subsequent collections of said
3 amounts received by PROVIDER thereafter from any source other than
4 COUNTY shall be credited against any compensation due from COUNTY to
5 PROVIDER under this or successor's agreements.

- 6 d. The maximum payments from COUNTY to PROVIDER during the term of this
7 Agreement shall be a sum not to exceed TWENTY-FIVE THOUSAND TWO HUN-
8 DRED FIFTY-FIVE DOLLARS (\$25,255) as shown on line 80 of the
9 attached and incorporated program budget (Exhibit "C"); or pay-
10 ment in accordance with the provisions of 2 a,b, and c above for
11 services rendered from the beginning of the term of this agreement
12 through the termination date specified in the notice of termination
13 described in agreement 8 below. Exhibit "C" shall be the basis for
14 and limitations of any and all reimbursement from COUNTY to PROVIDER
15 for services provided. This budget includes additional revenues
16 that is anticipated PROVIDER will receive from other sources.

17 3. RECORDS:

- 18 a. PROVIDER shall for the later of four (4) years or the resolution of
19 audit findings, maintain and retain records of services rendered and
20 all receipts and expenditures, for whatever purposes received or
21 expended, in accordance with generally accepted accounting principles,
22 separately identifying revenues received, expenditures made, and
23 services rendered pursuant to this Agreement.
- 24 b. PROVIDER shall make said records available for audit by COUNTY or STATE
25 auditors upon the request of AGENCY's designated representatives.
26 Said request will provide at least one full working day's notice of
27 the impending audit. STATE, AGENCY, or COUNTY shall have the right
28 to inspect or otherwise evaluate the quality, appropriateness, and

1 timeliness of services performed and to audit and inspect any books
2 and records of PROVIDER which pertain to services performed and
3 determination of amounts payable hereunder.

- 4 c. PROVIDER agrees to hold COUNTY harmless from any claim of liability
5 including costs and attorney's fees, arising from audit exceptions
6 taken by any audit agency based upon Chapter 9 of the Community
7 Services Manual. This shall include, but is not limited to: (1)
8 any order that COUNTY pay to any responsible agency any amount of
9 money; (2) any order whereby any agency withholds from subsequent
10 payments any amount of money; as a result of PROVIDER'S actual or
11 alleged violation or non-conformance with any regulations or ad-
12 ministrative rulings promulgated pursuant thereto or with any
13 Federal, State or Local Laws, regulations, or ordinance made appli-
14 cable thereby. PROVIDER agrees that it has read and understands
15 Chapter 9 of the Community Services Systems Manual and will comply
16 with the requirements contained therein.

17 4. DESIGNATED REPRESENTATIVES:

- 18 a. PROVIDER shall designate a representative for administrative and
19 clinical matters relative to this agreement within two weeks of
20 the execution of this agreement by letter addressed to the COUNTY'S
21 herein designated representatives.
22 b. Responsibility for this Agreement lies with AGENCY'S Director/
23 Program Chief of Mental Health Services.
24 c. COUNTY may designate operational representatives from time to
25 time in writing to PROVIDER to perform specific tasks or liaison
26 functions.

27 5. RELATIONSHIP OF PARTIES:

- 28 a. It is specifically understood and agreed that PROVIDER is an inde-

pendent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

6. COMMUNITY SERVICES SYSTEMS MANUAL:

PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "D" attached and incorporated herein by reference thereto.

7. AMENDMENTS: This writing, together with the exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No additions to, deletion or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this agreement or their successors in office. This agreement shall supersede all other agreements between the parties.

8. TERM:

- a. This agreement shall commence on July 1, 1980, and terminate on June 30, 1981, unless otherwise provided herein in agreement 8 b and c below.
- b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in Agreement 8 c below.
- c. Should the funds granted to the COUNTY in the 1980-81 fiscal year

1 State or County final budget to cover the cost of the Mental Health
2 Services be reduced by greater than 10% or COUNTY Mental Health
3 program be terminated by Local authorities, then the COUNTY may
4 terminate this agreement by providing Notice of Termination specifying
5 an effective date of termination no earlier than two (2) days
6 following the postmark of the notice.

- 7 9. NOTICES: Any notice provided for or permitted by this agreement shall be
8 given by depositing said notice in the United States mail, postage pre-
9 paid, and addressed as follows:

10 Notice to the COUNTY: County of Yolo
11 213 West Beamer Street
Woodland, California 95695

12 Notice to PROVIDER: Crestwood Manor
13 2600 Stockton Boulevard
Sacramento, California 95814

- 14 10. WAIVER: A waiver by either party of any default, breach or condition
15 precedent shall not be construed as a waiver of any other default, breach
16 or condition precedent or any other right hereunder.

17 11. COMPLIANCE WITH CODE:

- 18 a. PROVIDER agrees to comply with all applicable provisions of the
19 Community Services Manual, Title 9 and 22 of the California Admin-
20 istrative Code, and the Welfare and Institutions Code commencing
21 with Section 5328 and Title 45 Code of Federal Regulations' Section
22 205.50 regarding confidentiality of patient information.
- 23 b. PROVIDER shall utilize the uniform method of determining ability
24 to pay and, when billing patients, the Billing and Collections guide-
25 lines prescribed by the Director of the State Department of Mental
26 Health.
- 27 c. Audit exceptions of Medi-Cal eligibility may be based on a statistic-
28 ally valid sample size of Short-Doyle/Medi-Cal billings by mode of

1 service, exemplified by but not limited to: inpatient, partial-day,
2 outpatient; for a fiscal year projected across the total of Short-
3 Doyle/Medi-Cal billings by mode of service by PROVIDER.

4 12. INDEMNIFICATION AND INSURANCE: The PROVIDER shall indemnify, defend and
5 hold harmless the COUNTY, its officers, agents, and employees from and
6 against any and all claims, losses, liabilities or damages, including
7 attorney's fees arising out of or resulting from the performance of
8 this agreement caused in whole or in part by the PROVIDER or anyone
9 directly or indirectly employed by PROVIDER, regardless of whether caused
10 in part by the party indemnified hereunder. Without limiting PROVIDER'S
11 indemnification, the PROVIDER shall maintain in force at all times during
12 the performance of this agreement, a policy or policies of insurance cover-
13 ing its operation. Certificates evidencing the maintenance of PROVIDER'S
14 insurance coverage shall be filed with the COUNTY on or before the effective
15 date of this agreement, and said department shall be given notice in
16 writing at least ten (10) days in advance of cancellation or modification
17 of any policies. The following policies of insurance shall be procured
18 by the PROVIDER.

- 19 a. A general liability policy shall include, but is not limited to,
20 professional liability, contractual liability, public liability,
21 and property damage coverage. This policy single limit liability
22 amount shall not be less than \$1,000,000.
- 23 b. If motor vehicles are used in performing the services hereunder,
24 automobile insurance coverage must be obtained with not less than
25 \$1,000,000 single limit liability.
- 26 c. There shall be evidence that all PROVIDER'S employees are covered
27 by Workmen's Compensation.

28 13. ASSIGNMENT: This agreement is not assignable by the PROVIDER either in

whole or in part without the written consent of the COUNTY. This does not preclude the PROVIDER from sub-contracting parties of the services to be provided with the advance written consent of the COUNTY.

14. STATE APPROVAL: The approval of the Department of Mental Health Local Program Section of this agreement and the audit approval by the Agency's audit unit of expenditures made hereunder are conditions precedent and subsequent to COUNTY'S obligation to pay all or any portion of the herein recited payments to PROVIDER.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political sub-division of the State of California

BY Joseph J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Peter McNamee
Deputy

CRESTWOOD MANOR, a for-profit corporation

BY James M. Williams Jr.

MENTAL HEALTH SERVICES

BY Ed. L. Brown
DIRECTOR/PROGRAM CHIEF

APPROVED AS TO FORM

CHARLES R. BLACK
COUNTY CLERK
BY Elizabeth A. Holtz
SOLICITOR COUNTY COUNSEL

DESCRIPTION OF SERVICES

For an average of 9 patients per day:

Psychiatric Day Treatment Services;
as defined in the Community Services Manual

RATES

Crestwood, Sacramento

\$9.12 per patient day

Crestwood, Carmichael

\$6.95 per patient day

80-81 FISCAL YEAR
COUNTY OF Yolo
DATE August 13, 1980

PROGRAM BUDGET

Exhibit "C"

CONTRACTOR: Crestwood Hospitals
PROVIDER NO: 5723

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	COST CENTER										TOTAL	ITEMS
1 SALARIES & EMP. BENEFIT													1
5 OPERATING EXPENSES													5
10 EQUIPMENT													10
15 DEPRECIATION													15
20 OTHER													20
40 DEPRECIATION	*	26,425											40
41 GROSS COST		26,425										26,425	41
42 DEPRECIATION			X	X	X	X	X	X	X	X	X	26,425	42
43 SUBTOTAL GROSS COST		26,425										26,425	43
62 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION												26,425	62
65 ADJUSTED GROSS COST		26,425										26,425	65
68 REVENUES													68
70 A. GRANTS													70
70 B. PATIENT FEES	*	1,200										1,200	70
71 C. PATIENT INSURANCE													71
72 D. MEDICAL - FEDERAL													72
73 E. MEDICAL - NON-FEDERAL													73
74 F. MEDICARE													74
75 G. OTHER													75
76 H. DU - FEDERAL FUNDING													76
77 TOTAL REVENUES		1,200	X	X	X	X	X	X	X	X	X	1,200	77
80 NET COST		25,225										25,225	80
81 COST OF SERVICE		3137										3137	81
85 COST PER UNIT OF SERVICE	\$	8.04	\$	\$	\$	\$	\$	\$	\$	\$	\$	8.04	85
DIVIDE LINE 85 BY 82													

APPROVED BY _____

Program Budget Form

This form has been adopted from a State Department of Health Form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
- 50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
- 51. Subtotal Gross Cost
Item 45 minus item 50
- 69. Adjusted Gross Cost
Same as item 51
- 69-76 Revenues
Estimate and identify by payer source the revenues that would be realized for services provided.
- 77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
- 80. Net Cost
Item 69 minus item 77
- 82. Units of Service
Total patient days, visits or staff hours for services provided.
- 85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 69, by total units of service, item 82.

EXHIBIT "D"
COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.
12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

FILED

AGREEMENT NO. 80-253

AUG 28 1980

(For Consultative Services)

PETER McNAMEE, Clerk

By LEWIS S. McNamee
DEPUTY

THIS AGREEMENT, made and entered into this 26th day of August, 1980, by and between the Superintendent of Schools, hereinafter referred to as COUNTY, and Health Services Agency, Mental Health Division, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

1. COUNTY has need of a Mental Health professional to provide certain Mental Health professional services as hereinbelow described.
2. PROVIDER represents that it can provide said services and is willing to do so.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. SERVICE OBLIGATIONS:

PROVIDER will provide one full time equivalent qualified Mental Health professional to provide the services listed on Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. PAYMENT:

COUNTY will pay PROVIDER _____ (\$21,500) upon invoice in accordance with the payment schedule attached hereto as Exhibit "E" and incorporated herein by reference thereto.

3. RELATIONSHIP OF PARTIES:

It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER

1 agrees to indemnify and hold COUNTY harmless from any liability which it
2 may incur to the Federal or State Governments as a result of this contract.

3 4. COMPLIANCE WITH CODE:

4 PROVIDER agrees to comply with all applicable provisions of the Community
5 Services System Manual, Title 9 and 22 of the California Administrative
6 Code, and the Welfare and Institutions Code commencing with Section 5328
7 and Title 45 Code of Federal Regulations' Section 205.50 regarding con-
8 fidentiality of patient information.

9 5. AMENDMENTS: Except as provided herein, the body of this Agreement to-
10 gether with any exhibits attached hereto, fully expresses all understandings
11 of the parties concerning all matters covered and shall constitute the
12 total agreement. Except as provided herein, no additions to, or alter-
13 ations of the terms of this Agreement, whether by written or verbal
14 understanding of the parties, their officers, agents, or employees shall
15 be valid unless made in the form of a written amendment to this Agreement
16 which is formally approved and executed by parties or their successors in
17 office or interest.

18 6. PROVIDER'S DESIGNATED REPRESENTATIVES:

19 a. Responsibility for this Agreement lies with PROVIDER'S Director of
20 Mental Health.

21 b. Director of Mental Health may designate operational representatives
22 from time to time in writing to COUNTY to perform specific tasks
23 or liaison functions. /

24 7. NOTICE: Any notice to be given parties to this Agreement may be given
25 personally or by depositing same post-marked and registered in the United
26 States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein
27 designated representatives, as applicable, at the last known address of
28 either.

8. TERM:

- a. This Agreement shall commence on August 1, 1980, and terminate June 1, 1981, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.
- b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

By Linda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY D. B. Ireland
DEPUTY

BY Tom Kearns

MENTAL HEALTH SERVICES

BY C. Thompson
DIRECTOR

APPROVED AS TO FORM

CURTIS H. HICK

BY Michael A. Foster
COUNTY CLERK

EXHIBIT "A"

1. Provide parental counseling relative to dealing with handicapped children and its application within the family structure;
2. Assist parents to develop and implement a home and school behavior management program;
3. Provide handicapped consultive services to school staff;
4. Provide such observation, evaluation, consultation or direct services to student referees as clinically indicated;
5. CASE CONSULTATION AND INFORMATION EXCHANGE: At times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

EXHIBIT "B"

A. Superintendent of Schools shall pay on execution of contract \$21,500

FILED

AUG 28 1980

AGREEMENT NO. 80-254

PETER McNAMEE, Clerk

By

DEPUTY

(For Certain Counseling Services)

THIS AGREEMENT, made and entered into this 26th day of

August, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Dr. Phyllis Watts, Clinical Psychologist, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of the County Superintendent of Schools COUNTY has been allocated funding to provide school based counseling.
2. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out by COUNTY'S Health Service Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. PROVIDER represents that it can provide the hereinbelow and above described specific services.
- COUNTY is prepared at the time of execution of this Agreement to contract for said services.
- PROVIDER is prepared to undertake the obligation to provide said services.
4. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to preceeding with any services hereunder contemplated.
5. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representation and that COUNTY would not execute this Agreement if PROVIDER could not so represent.
6. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises

1 contained in hereinafter recited agreements, agree:

2 1. PROVIDER'S SERVICE OBLIGATIONS:

3 Upon the referral of AGENCY:

- 4 a. Provide parental counseling relative to dealing with handicapped
5 children and its application within the family structure;
6 b. Assist parents to develop and implement a home and school behavior
7 management program;
8 c. Provide handicapped consultive services to school staff;
9 d. Provide such observation, evaluation, consultation or direct
10 services to student referees as clinically indicated.
11 e. CASE CONSULTATION AND INFORMATION EXCHANGE: at times and places
12 of mutual convenience upon reasonable notice. Reasonableness for
13 this purpose shall be construed in light of the urgency of each
14 circumstance as it arises.

15 2. COUNTY'S DESIGNATED REPRESENTATIVES:

- 16 a. Responsibility for this Agreement lies with AGENCY'S Director
17 of Mental Health.
18 b. Director of Mental Health may designate operational representatives
19 from time to time in writing to PROVIDER to perform specific tasks
20 or liaison functions.

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2 3. ASSIGNMENT/SUB-CONTRACTING:

3 a. PROVIDER may not assign or sub-contract, its responsibilities here-
4 under, it hereby being expressly acknowledged by parties that
5 PROVIDER'S expertise is unique.

6 4. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
7 PROVIDER is an independent contractor and is not subject to the direction
8 and control of COUNTY except as to final result. PROVIDER shall be solely
9 liable and responsible to pay all required taxes and other obligations,
10 including, but not limited to, applicable withholding taxes and Social
11 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any
12 liability which it may incur to the Federal or State Governments as a
13 result of this contract.

14 5. LIABILITY: COUNTY assumes all responsibility for services covered under
15 the performance of this Agreement. COUNTY agrees to defend, indemnify and
16 hold PROVIDER harmless from any and all claims, liability or loss arising
17 in any way out of the negligent performance of this Agreement. COUNTY
18 does not assume responsibility or agree to defend, indemnify, or hold
19 PROVIDER harmless from claims, liability or loss arising from intentional
20 conduct of PROVIDER.

21 6. COMPLIANCE WITH CODE:

22 a. PROVIDER agrees to comply with all applicable provisions of the
23 Community Services Systems Manual, Title 9 and 22 of the California
24 Administrative Code, and the Welfare and Institutions Code commencing
25 with Section 5328 and Title 45 of Federal Regulations' Section
26 205.50 regarding confidentiality of patient information.

27 7. PAYMENT:

28 a. Upon execution of this Agreement and within a reasonable time from

1 PROVIDER'S submission of an invoice in form prescribed by AGENCY,
2 detailing work performed in the preceeding month and claiming the
3 amount due for the month, and upon the acceptance by the Director of
4 Mental Health Services of the Invoice as complete and reflective of
5 the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER
6 TWO THOUSAND ONE-HUNDRED AND FIFTY DOLLARS (\$2,150) per month for
7 services rendered.

8 b. The maximum total payment to PROVIDER under the terms of this Agree-
9 ment will not exceed TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS
10 (\$21,500).

11 8. AMENDMENTS: Except as provided herein, the body of this agreement to-
12 gether with any exhibits attached hereto, fully expresses all understanding
13 of the parties concerning all matters covered and shall constitute the
14 total agreement. Except as provided herein, no additions to, or alter-
15 ations of the terms of this Agreement, whether by written or verbal under-
16 standing of the parties, their officers, agents, or employees shall be
17 valid unless made in the form of a written amendment to this Agreement
18 which is formally approved and executed by parties or their successors
19 in office or interest.

20 9. NOTICE: Any notice to be given parties to this Agreement may be given
21 personally or by depositing same post-marked and registered in the United
22 States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein
23 designated representatives, as applicable, at the last known address of
24 either.

25 10. TERM:

26 a. This Agreement shall commence on August 1, 1980, and terminate June
27 1, 1981, unless sooner cancelled by either party upon thirty (30)
28 days written notice to the other of such intent.

1 b. Should either party give notice of cancellation both parties will
2 exert their best efforts in good faith to find alternatives for
3 referred persons still requiring services of the type PROVIDER
4 renders.

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
6 as of the day and year hereinabove set forth.

7 COUNTY OF YOLO, a political subdivision
8 of the State of California

9 BY George J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

10 ATTEST:

11 PETER McNAMEE, CLERK

12 BY Donald G. Ireland
13 DEPUTY

14 BY Phyllis Watts

15 MENTAL HEALTH SERVICES

16 BY W. H. Thomson
17 DIRECTOR

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19
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23 APPROVED AS TO FORM
24 CHARLES R. MACK
COUNTY COUNSEL

25 BY Elyse R. Holtz
26 DEPUTY COUNTY COUNSEL

FILED

AUG 28 1980

PETER McNAMARA, Clerk

By

DEPUTY

AGREEMENT NO. 80-255

(Agreement for Court Investigator Services)

THIS AGREEMENT ENTERED this 26th day of August 1980, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and RICHARD GREGG, Attorney at Law, hereinafter called INVESTIGATOR.

W I T N E S S E T H:

RECITALS:

1. California Statutes of 1976, Chapter 1357, effective July 1, 1977, requires court appointment of a court investigator to personally interview proposed wards and/or conservatees of specifically enumerated guardianships and conservatorships. (Probate Code Sections 1461.1 and 1754.) The appointed court investigator will also perform the required periodic reviews of such wards and conservatees. (Provate Code Sections 1500.1 and 1851.1.)

2. Said court investigator is required to be "a person trained in law who is an officer or special appointee of the court with no personal or other beneficial interest in the proceedings".

3. INVESTIGATOR is an attorney at law, and is familiar with the aforesaid provision of the California Probate Code, and is willing and able to provide said services.

AGREEMENTS:

1. COUNTY agrees to engage INVESTIGATOR and INVESTIGATOR agrees to provide all court investigator services required to be provided pursuant to California Statutes 1976, Chapter 1357,

1 including but not limited to:

- 2 A. Personal interviews with proposed and existing wards
3 and conservatees.
4 B. Drafting the investigation results in a form suitable
5 for filing in the records of Yolo County Probate
6 Court.
7 C. Making himself available upon request of the Probate
8 Court Judge to discuss said investigations.
9 D. Performing any and all other services required to be
10 performed.

11 2. Compensation:

12 In and for sole consideration of the above referenced
13 services, COUNTY agrees to pay INVESTIGATOR from July 1, 1980,
14 through June 30, 1981, the sum of FIFTY (\$50.00) DOLLARS per case
15 assigned, which fee will include any and all mileage and other
16 incidental expenses.

17 3. Term:

18 The term of this agreement shall be from July 1,
19 1980, through June 30, 1981, inclusive.

20 4. INVESTIGATOR is and at all times during the perfor-
21 mance of this Agreement shall be construed to be an independent
22 contractor, and not an officer, employee or agent of COUNTY.

23 5. Cancellation:

24 This Agreement may be terminated by either party

25 ///

26 ///

1 upon thirty (30) days written notice.

2 IN WITNESS WHEREOF, the parties fix their hand this 26th
3 day of August 1980.

4
5 COUNTY OF YOLO, a political
6 subdivision of the State of
7 California

8 By: James J. Thompson
9 CHAIRMAN OF THE BOARD OF
10 SUPERVISORS

11 Richard Gregg
12 RICHARD GREGG
13 Attorney at Law

14 ATTEST:

15 PETER McNAMEE, CLERK

16 By: Debra G. England
17 DEPUTY

18 (SEAL)

19
20
21
22
23 APPROVED AS TO FORM
24 CHARLES R. MACK
25 COUNTY COUNSEL

26 By: Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

This Agreement is entered into between The County of Yolo, a political subdivision of the State of California (hereafter referred to as Prime Sponsor) and the State of California Department of Rehabilitation (hereafter referred to as Department of Rehabilitation), this 2nd day of September, 1980 in the City of Woodland, County of Yolo. The purpose of this Agreement is to establish a coordinated effort between the parties and to delineate the responsibilities of the parties in the delivery of local employment and training services. This Agreement is developed consistent with and subject to the requirements of 20 Code of Federal Regulations Section 676.23(d).

This Agreement may be modified at any time upon the mutual agreement of both parties. This Agreement shall remain in effect until a cancellation is mutually agreed to, or upon 30 days written notice by either party.

Prime Sponsor and Department of Rehabilitation agree to the following:

A. Coordination of Prime Sponsor activities with those funded under the Rehabilitation Act of 1973.

1. Both parties agree that two general areas of coordination need to exist and are beneficial. These two general areas are:

- a. Coordination of financial resources to ensure adequate services to the handicapped; and
- b. Coordination of effort by service delivery staff for clients who are eligible for both Prime Sponsor and Department of Rehabilitation services.

FILED

SEP 15 1980

PETER McNAMLEE, Clerk

By Peter McNamlee
Deputy

2. Prime Sponsor will:

- a. Serve handicapped individuals at the levels set forth in its Comprehensive Employment and Training Plan;
- b. Provide notification to the local Department of Rehabilitation Office on the availability of employment and training activities on at least a monthly basis;
- c. Accept referrals of handicapped individuals from the Department of Rehabilitation for possible enrollment into employment and training services;
- d. Coordinate the provision of financial resources to handicapped clients who are served by both the Department of Rehabilitation and Prime Sponsor; and
- e. Provide indepth Vocational Evaluation for clients referred by the Department of Rehabilitation.

3. Department of Rehabilitation will:

- a. Provide assistance to Prime Sponsor through the identification and referral of handicapped individuals to the Prime Sponsor;
- b. Initially assess the vocational interest and employment potential of the handicapped prior to referral to the Prime Sponsor in order to make appropriate referrals to the Prime Sponsor;
- c. Accept referrals from Prime Sponsor for consideration for Department of Rehabilitation services;
- d. Provide verification of disability and handicap to employment, and issue a certificate of verification of handicapped status to the Prime Sponsor for individuals referred by the Prime Sponsor who meet all applicable criteria;

- e. Provide coordination and ongoing support to handicapped clients after referral to the Prime Sponsor;
- f. Provide training to the Prime Sponsor's staff in the techniques of recognizing and working with the handicapped; and
- g. Provide a counselor to visit the Prime Sponsor's intake unit on a weekly basis to assist in the areas of coordination listed above.

For the State of California
Department of Rehabilitation:

[Signature]
(Signature of Authorized Officer)

District Administrator
(Title of Authorized Officer)

September 11, 1980
(Date)

For the Yolo County Manpower
Division, Yolo County CETA
Prime Sponsor:

[Signature]

Wyla J. Thompson
Yolo County

Chairman, Yolo County Board of
Supervisors

9-3-80
(Date)

1 AGREEMENT NO. 80-257

2 (License to Use Real Property)

3 THIS AGREEMENT, made and entered the 2nd day of September,
4 1980, by and between THE COUNTY OF YOLO, a political subdivision
5 of the State of California (hereinafter called "COUNTY"), and MS.
6 JANE M. JOYCE, dba RIVER CITY GROWERS' MARKET (hereinafter called
7 "RIVER CITY"),

8 W I T N E S S E T H:

9 RECITALS:

10 1. RIVER CITY has made application to COUNTY to approve the
11 operation of an open air produce market on COUNTY-owned property
12 in East Yolo at Third and "C" Streets, Broderick. Said market
13 would be for the purpose of facilitating direct retail sales
14 between growers and consumers, and would be operated on Saturday
15 mornings during the growing season.

16 2. COUNTY, through its Board of Supervisors, has determined
17 that it is in the best interests of COUNTY, and its residents, to
18 allow the proposed operation on a trial basis for the rest of the
19 growing season, pursuant to the terms and conditions set forth
20 herein.

21 3. COUNTY, through its Board of Supervisors, and upon recom-
22 mendation by the Director of Community Development, has deter-
23 mined that the proposed use is an allowed use in the zone, being
24 a quasi-public use, in that it provides a cheaper source of food
25 for local residents and does not compete with commercial markets
26 in the area to any great extent. For that reason, COUNTY has

1 determined that, at least for the limited term of this license,
2 said use does not require a use permit or other discretionary
3 approval, and that the use is exempt from the provisions of the
4 California Environmental Quality Act, being a ministerial deci-
5 sion and a use which can be seen with certainty to produce no
6 environmental effects.

7 AGREEMENTS.

8 1. License to Use. COUNTY hereby grants to RIVER CITY, and
9 RIVER CITY accepts on the terms and conditions set forth herein,
10 a non-exclusive license to use certain real property owned by
11 COUNTY, and described as the COUNTY parking lot at 350 "C"
12 Street, Broderick, California.

13 2. Terms of License:

- 14 A. Said property shall be used only on Saturdays, from the
15 hours of 7:00 A.M. through and including 12:00 NOON.
- 16 B. The purpose of said use shall be to conduct an open air
17 produce market to provide direct sales of produce grown
18 by the particular grower on land owned or controlled by
19 said grower, said sales to be direct to the consuming
20 public.
- 21 C. There shall be a maximum of ten (10) growers' trucks
22 and five (5) small individual stalls located at any one
23 time on the licensed property.
- 24 D. RIVER CITY covenants and agrees that daily it shall do
25 all clean-up and maintenance activities so as to
26 restore and licensed property to a neat and clean

1 condition, free of all waste, litter, and garbage of
2 any type originating from the operations to be con-
3 ducted by RIVER CITY on this site.

4 E. RIVER CITY may erect temporary directional signs, sub-
5 ject to approval by the Community Development Director,
6 on COUNTY property, at the corners of Third and "C"
7 Street and Second and "C" Street, Broderick, Califor-
8 nia.

9 F. All operations shall be conducted in the paved portion
10 of the parking lot on the corner of Third and "B"
11 Streets, Broderick.

12 G. If, at any time, the number of vehicles exceeds the
13 capacity of the licensed property, RIVER CITY shall
14 direct all such overflow parking to the COUNTY property
15 on the north side of "B" Street.

16 3. Term. The term of this license shall be from and after
17 August 5, 1980, through and including the end of the growing
18 season, which is estimated to be December 1, 1980. In no event
19 shall this agreement have any force or effect, nor shall RIVER
20 CITY have any license to use any COUNTY property from and after
21 January 1, 1981.

22 4. Indemnification and Save Harmless. This agreement is entered
23 upon the express condition and material covenant that COUNTY, its
24 officers, employees, and agents, are to be free from any and all
25 liability and/or claim of damages arising as a consequence of the
26 activities undertaken pursuant to this license. This save harm-

1 less covenant expressly extends to and applies to damages to
2 RIVER CITY'S customers, patrons, and invitees, as well as RIVER
3 CITY'S own employees and those growers utilizing RIVER CITY'S
4 facilities.

5 This indemnification obligation expressly includes the obli-
6 gation by RIVER CITY to defend COUNTY from any and all claims,
7 causes of action, costs or expenses for legal services that may
8 arise out of or pursuant to the operations to be conducted by
9 RIVER CITY, pursuant to this license, and to indemnify, reim-
10 burse, and save harmless the COUNTY from any and all financial
11 liability arising as a consequence of RIVER CITY'S operations on
12 the licensed property.

13 RIVER CITY hereby agrees to notify COUNTY of any and all
14 actions filed against it or any of its agents, servants, or
15 employees, for any cause whatsoever, arising out of the opera-
16 tions to be conducted by RIVER CITY pursuant to this license,
17 said notification to occur within a reasonable time after
18 notification to RIVER CITY, but in no event exceeding seven (7)
19 calendar days.

20 5. Insurance. During the term of this license or any extension
21 hereof, RIVER CITY shall, at its sole cost and expense, maintain
22 in full force and effect, a policy or policies of public
23 liability insurance expressly naming COUNTY as a co-insured
24 against liabilities for any and all injuries to persons and/or
25 property and for death of persons arising from any and all
26 circumstances described in this agreement. Said insurance shall

1 be in the minimum amount of ONE-HUNDRED-THOUSAND (\$100,000.00)
2 DOLLARS per person and THREE-HUNDRED-THOUSAND (\$300,000.00) DOL-
3 LARS per occurrence bodily injury liability and ONE-HUNDRED-THOU-
4 SAND (\$100,000.00) DOLLARS property damage liability. RIVER CITY
5 shall furnish COUNTY a copy of said insurance policy or policies
6 upon execution of this agreement.

7 In addition, RIVER CITY agrees to maintain in full force and
8 effect a policy or policies of workers' compensation insurance
9 coverage as required to insure RIVER CITY'S employees, if any,
10 and subject to approval as to form and amounts by COUNTY.

11 6. Notices. All notices required by this license to be given
12 shall be deemed served when deposited in the United States Mail,
13 correctly addressed and postage prepaid, to the following add-
14 resses:

15 COUNTY:

16 Community Development Director

17 292 West Beamer Street

18 Woodland, Calif. 95695

19 RIVER CITY:

20 JANE M. JOYCE, MANAGER

21 RIVER CITY GROWERS' MARKET

22 635 ELIZABETH STREET

23 BRODERICK, CA 95605

24 / / /

25 / / /

26 / / /

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement the day and year first above shown.

3 COUNTY OF YOLO, a political sub-
4 division of the State of California

5 By: Ernest J. Thompson
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST

9 PETER

10 By: Debra G. K. Sand
11 CLERK
12 Deputy



13 JANE M. JOYCE, dba RIVER CITY
14 GROWERS' MARKET

15 JANE M. JOYCE
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BK
FILED

SEP 15 - 1980

AGREEMENT NO. 80-258

REVENUE MANAGER (For Development of Computer Software Package Design & Installation)
By, *[Signature]*

THIS AGREEMENT, made and entered into this 2nd day of

4 September, 1980, by and between the County of Yolo, a political subdivision
5 of the State of California, hereinafter referred to as COUNTY, and with Health
6 Data Systems Company, hereinafter referred to as CONSULTANT.

7 RECITALS:

- 8 1. COUNTY'S Health Services Agency, Yolo General Hospital and Public Health
9 East Yolo Health Services Center, hereinafter referred to as AGENCY, has
10 need of a computerized financial data system, hereinafter referred to as
11 MIS, and has entered into an Agreement with Basic 4 Co., hereinafter
12 referred to as Basic 4, for the purchase/sale of computerized data process-
13 ing equipment.
- 14 2. AGENCY requires a software package in order to put into effect its MIS.
15 CONSULTANT represents it uniquely possesses the expertise to design and
16 install said package in accordance with AGENCY'S expectations, attached
17 hereto as Exhibit "A" and incorporated herein by reference.
- 18 3. COUNTY and CONSULTANT are, therefore, desirous of entering into an agree-
19 ment for the design and installation of a fully operational software pack-
20 age. Together these activities will hereinafter be referred to as PROJECT.

21 AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in
22 hereinafter recited agreements, and CONSULTANT in consideration of COUNTY'S
23 promises contained in hereinafter recited agreements, agree:

24 1. CONSULTANT'S OBLIGATIONS:

- 25 a. Phase I: Within two (2) weeks of execution of this Agreement
26 CONSULTANT will:
- 27 1) Define MIS objectives;
28 2) Design information flow;

- 3) Commence a glossary of terms;
 - 4) Analyze prototype Scenic Hospital software package for applicability to AGENCY'S needs;
 - 5) Define output requirements in conjunction with COUNTY'S herein designated representatives;
 - 6) Complete a preliminary file design;
 - 7) Define MIS controls and security needs;
 - 8) Identify MIS Programs and Forms changes;
 - 9) Prepare and present to COUNTY'S herein designated representatives a report which embodies in writing a systems definition and the completion of the first eight (8) herein recited obligations.
- b. Phase II: Within two (2) weeks of the acceptance of COUNTY'S representatives of Phase I report: CONSULTANT will:
- 1) Identify changes required to adapt the Scenic Hospital Prototype Management Information System to AGENCY'S herein recited needs;
 - 2) Develop and produce formal MIS Systems Design Specifications which are implementable upon testing using Basic 4's data processing standards;
 - 3) Complete MIS glossary of terms;
 - 4) Develop and produce MIS Standard Implementation Procedures acceptable to COUNTY'S herein designated representatives;
 - 5) Complete reports and terminal displays;
 - 6) Complete MIS file design;
 - 7) Complete MIS Support/Profile Code Generation;
 - 8) Complete first run program;
 - 9) Demonstrate programs; and
 - 10) Prepare and present to COUNTY'S herein designated representatives a report which embodies in writing the completion of the first

eight (8) herein recited obligations.

c. Phase III: Within four (4) weeks of the acceptance of COUNTY'S representatives of Phase II report, CONSULTANT will complete AGENCY commencement of operations and AGENCY Staff's training in MIS Patient Accounting-General Ledger applications and commence development of Accounts Payable and payroll application. The base price of the MIS herein recited as a maximum limitation includes up to eighty (80) hours without further charge. Any training required in excess of eighty (80) hours will be provided by CONSULTANT at COUNTY'S request at an additional hourly charge at CONSULTANT'S prevailing rates for such work.

2. COUNTY'S PROJECT OBLIGATIONS:

a. Designate representatives responsible to:

- 1) Authorize major steps to be undertaken;
- 2) Review findings, conclusions, and recommendations of CONSULTANT;
- 3) Authorize advancement of the PROJECT to each subsequent phase and the progress and final payments to CONSULTANT;
- 4) Evaluate in writing the acceptability of modules mutually agreed upon and based upon the System Design Specifications upon completion of Phase II; and
- 5) Coordinate PROJECTS day-to-day progress.

b. Provide at Basic 4 and COUNTY'S expense any required computer tests and compile time, key punch services, desk space, and assistance with job control language and shop standards.

c. Provide prompt access to records and personnel necessary in the joint judgment of parties' designated representatives to the conduct of the PROJECT.

d. COUNTY'S designated representatives will give prompt attention to review, authorize, and reporting requirements upon notice from

CONSULTANT which provides adequate and reasonable time for review.

3. COUNTY'S DESIGNATED REPRESENTATIVES: will be AGENCY'S Deputy Director of HSA-Fiscal and Basic 4's Project Manager.

4. ASSIGNMENT/SUB-CONTRACTING: CONSULTANT may not assign or sub-contract its responsibilities hereunder, it hereby being expressly acknowledged by parties that CONSULTANT'S expertise is unique.

5. COMPLIANCE WITH CODE: CONSULTANT agrees to comply with all applicable provisions of Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code, commencing with Section 5328 and Title 45 Code of Federal Regulations, Section 250.50 regarding confidentiality of patient information as those code sections are written on the day of execution of this Agreement.

6. PAYMENT:

- a. Upon satisfaction of all conditions precedent and upon completion of each Phase and the submission of an invoice which attaches those reports as are required hereinabove, COUNTY will pay CONSULTANT phase for SEVEN THOUSAND DOLLARS (\$7,000) upon execution/& for each/PROJECT Phases I and III and FOURTEEN THOUSAND DOLLAR (\$14,000) for PROJECTS Phase II, less 10% of the invoice. The 10% retained by COUNTY will be paid by COUNTY to CONSULTANT upon final acceptance of COUNTY'S designated representatives, subsequent to review of the MIS design, but not later than thirty (30) days following the completion of the PROJECT.
- b. The maximum total payment to CONSULTANT for performance under the terms of this agreement will not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000)
- c. Where a herein recited report or claim is due from CONSULTANT within a PROJECT phase, payment for that phase is expressly conditioned on the acceptance of the phase as complete, in so far as is determinable

- 1 without a test of the design by COUNTY'S designated representative.
- 2 d. Implementability of CONSULTANT'S program specifications is a condition
- 3 precedent and subsequent to COUNTY'S obligation to pay the 10% re-
- 4 tainer to CONSULTANT.
- 5 e. COUNTY'S excuse of any given condition precedent or subsequent in
- 6 any given circumstances does not constitute a waiver of either that
- 7 condition precedent or subsequent in any other condition precedent
- 8 or subsequent as to future circumstances. Where there is a doubt as
- 9 to the proper characterization of a provision as a promise or a con-
- 10 dition, it shall be construed to be both a promise and a condition.

11 7. ACCEPTANCE:

- 12 a. COUNTY'S acceptance will be in two phases:
- 13 1) PRELIMINARY ACCEPTANCE: At the completion of Phase II and sub-
- 14 sequent to its own testing procedures, CONSULTANT will demonstrate
- 15 its programs on prototype equipment to be provided by Basic 4
- 16 using test data supplied by COUNTY. Within fifteen (15) working
- 17 days of this demonstration COUNTY will complete its written
- 18 evaluation of the preliminary acceptability of the modules.
- 19 The COUNTY prepared report will constitute preliminary acceptance
- 20 or rejection of the modules.
- 21 2) FINAL ACCEPTANCE: Upon the completion of any correctional work
- 22 identified during preliminary acceptance and the installation of
- 23 the MIS on COUNTY equipment, COUNTY will again, within fifteen
- 24 (15) working days prepare a written evaluation of the acceptability
- 25 of the modules. If the MIS is acceptable at this juncture, then
- 26 this evaluation will constitute final acceptance. If the MIS
- 27 is not acceptable at this juncture, needed corrections will be
- 28 made by CONSULTANT pursuant to 7 b below and another test con-

ducted, subject as heretofore to COUNTY review for acceptability. This procedure will be followed until an acceptable MIS is produced unless cut-off by operation of any other provision recited in this Agreement taken as a whole.

b. Upon review should CONSULTANT'S software design prove to not be implementable because of the inadequacy or inappropriateness or excessive operational costliness of CONSULTANT'S design, unless said inadequacy, inappropriateness, or excessive operational costliness was created by the decision of the COUNTY, CONSULTANT agrees to correct the design without claim for any payments beyond the basic contract of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) within sixteen (16) weeks of execution of this Agreement.

8. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONSULTANT shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. (CONSULTANT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.)

9. DELIVERY: Delivery will be made by the CONSULTANT'S carrier at CONSULTANT'S risk. The time of delivery is the time when the product to be delivered is ready for delivery by the carrier. The COUNTY shall be liable for the expense of holding or storing products at the time of delivery. Neither party shall be liable for any damages or penalty for delay in delivering or for failure to give notice of delay when such delay is due to the elements, Acts of God, acts of the COUNTY, acts of civil or military authority, fires or floods, epidemics, quarantine restrictions, war, riots, strikes, accidents

1 to machinery, delays in transportation, delays in delivery by CONSULTANT'S
2 vendors or any other causes beyond the reasonable control of CONSULTANT
3 or COUNTY. The delivery date shall be deemed extended for a period equal
4 to time lost due to any delay excusable under this clause.

5 10. WARRANTY:

6 a. Basic Warranties: Hardware warranty and maintenance will be provided by
7 Basic 4. CONSULTANT warrants that all delivered Application Software will
8 perform as set forth in the "System Design Specifications" to be
9 agreed upon by the COUNTY as set forth in CONSULTANT'S OBLIGATIONS
10 above and that CONSULTANT will correct any defects in the applications
11 which are not the result of hardware or operating sytem failure or
12 operator error, for a period of 120 days from final acceptance by
13 COUNTY. CONSULTANT disclaims any and all liability for loss of
14 profits or any other incidental or consequential damages arising out
15 of the delivery, use or operation of any of the programs provided
16 herein.

17 b. Limitations: Warranties set forth herein are in lieu of all other
18 warranties, expressed or implied, arising out of or in connection
19 with any program(or the delivery use of performance thereof). Nothing
20 in this part shall be construed, however, to abrogate the effect of
21 Agreements 7 a and b.

22 c. Alterations: At COUNTY'S request, CONSULTANT will investigate sus-
23 pected problems and will, if necessary, design, code, test, document
24 and deliver promptly any amendments or alterations to the delivered
25 items that may be required to correct errors which were present at
26 the time of the final acceptance, as heretofore defined herein and
27 which resulted in failure to perform in accordance with System
28 Design Specifications. Subsequent to final acceptance but during the

Warranty period, COUNTY shall provide computer time and support services to CONSULTANT to permit investigations and, if necessary, to permit corrections to be made and verified. Prior to CONSULTANT undertaking any corrective action under this warranty, COUNTY shall supply CONSULTANT with complete up-to-date documentation of each item of the Software. This documentation is not to include any modifications generated by COUNTY or its vendors.

- d. Reimbursement: If CONSULTANT subsequently demonstrates that there was, in fact, no error in the Software, COUNTY will reimburse CONSULTANT for the time expended in searching for such error, and such other costs as may be actually incurred by CONSULTANT as a result of such request. Reimbursement for personnel time expended will be at the current rate for the personnel involved. Reimbursement for other necessary expenses incurred will be billed at actual costs to CONSULTANT. Such cost to be supported by such documentation as COUNTY may request. This provision is expressly acknowledged by parties to be not subject to the maximum limitation provisions of Agreement 6.

11 SOFTWARE APPLICATIONS:

- a. For the purpose of this Agreement, CONSULTANT'S and COUNTY'S understanding of the required application Software is outlined in Exhibit "A".
- b. Ownership of Applications Software: The application Software ownership as outlined in Exhibit "A" will remain with CONSULTANT. COUNTY or affiliated companies are licensed only to use CONSULTANT'S Application Software. COUNTY may not resell, or in any way distribute those applications to other companies. Said license is irrevocable and in perpetuity at no addition cost to COUNTY.
- The COUNTY is given the right under the license to make changes to

1 the application Software packages after the warranty period.
2 CONSULTANT agrees to indemnify, save and hold COUNTY (as used herein
3 term "COUNTY" shall include not only COUNTY but also any subsidiary,
4 affiliate, or owner or other business entity through which COUNTY
5 does business or successor in interest thereto) harmless in the
6 event that COUNTY shall at any time suffer any damage, liability,
7 loss or deficiency arising out of or shall pay for or become obligated
8 to pay, any sum arising from any claim that the application Software
9 provided herein infringes upon the patent, copyright, or trade
10 secret contract or other right of any other party.

11 In the event that CONSULTANT shall become obligated to COUNTY pur-
12 suant to this provision or, in the event that any suit, action,
13 investigation, claim or proceeding claim may be instituted as a result
14 of which CONSULTANT may become obligated to COUNTY hereunder, COUNTY
15 shall give prompt notice to CONSULTANT the terms of such event.

16 CONSULTANT agrees to defend, contest, or otherwise protect against
17 suit, action, investigation, claim or proceeding claim at its sole
18 cost and expense, its defense thereof, by counsel of COUNTY'S choice.

19 In the event that CONSULTANT fails to defend, contest, or otherwise
20 protect against such suit, action, investigation claim or proceeding
21 claim, COUNTY shall have the right to do so, including without
22 limitation, reasonable attorney's fees, disbursements and all settle-
23 ments paid as a result of such suit, action, investigation, claim or
24 proceeding, together with all costs, including, without limitation,
25 reasonable attorney's fees, disbursements, if any, in collecting such
26 indemnity from CONSULTANT.

27 12. RIGHT TO INSPECT: COUNTY and its agents have the right to inspect CONSULT-
28 ANT'S work, papers, and other documentation which are instrumental to the

- performance of CONSULTANT'S obligations under this agreement.
13. CONFIDENTIALITY: With respect to financial, statistical and personnel data relating to COUNTY'S business which is confidential, is clearly so designated and which is submitted to CONSULTANT by COUNTY in order to carry out this Agreement. CONSULTANT will keep such information confidential. With respect to technical data relating to COUNTY'S business which is confidential, and which must be submitted to CONSULTANT by COUNTY in order for CONSULTANT to carry out its work under this Agreement, CONSULTANT shall keep such data confidential and shall instruct its personnel to keep such data confidential. Any data which is or becomes publicly available, is already in CONSULTANT'S possession, is independently developed by CONSULTANT outside the scope of this Agreement, or is rightfully obtained from third parties shall not be subject to such confidentiality. In addition, CONSULTANT shall not be required to keep confidential any ideas, concepts, "know-how", or techniques related to data processing submitted to it or developed during the course of this Agreement by its personnel or jointly by its COUNTY'S personnel. CONSULTANT'S obligation to maintain confidentiality hereunder shall survive any termination of this agreement.
14. AMENDMENTS: Except as otherwise provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as otherwise provided herein, no additions to, or alterations of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.
15. NOTICE: Any notice to be given parties to this agreement may be given per-

sonally or by depositing same post-marked and registered in the United States mail, postage prepaid and addressed to CONSULTANT'S or COUNTY'S herein designated representatives, as applicable, at the last know address of either.

16. TERM:

- a. This Agreement shall commence upon execution and terminate at the conclusion of Phase III. This Agreement may not be cancelled by either party except for cause, anticipitory breach of contract, or lack of funds to complete the PROJECT.
- b. If this Agreement is terminated by COUNTY for lack of funds to complete the PROJECT, COUNTY shall pay CONSULTANT for all work and services performed pursuant to this Agreement prior to the date CONSULTANT has ceased to work hereon.
- c. Such amount shall be determined by the number of man days expended by CONSULTANT'S personnel at CONSULTANT'S normal rates for the personnel involved, plus actual cost incurred by CONSULTANT for the performance of this Agreement for keypunching, materials, and reasonable travel expense. In no event shall this liability exceed the total amount due for the Phase during which the PROJECT was terminated.
- d. Upon termination of this Agreement, for whatever reason, CONSULTANT shall immediately return to COUNTY all copies of any materials including, but not limited to, confidential information and data supplied to CONSULTANT by COUNTY.

17. CHANGES AND SCOPES: Any functional specification changes must be authorized by COUNTY and submitted to CONSULTANT for signed acknowledgment. Any additional work made necessary by these changes will be billed to COUNTY as additional services at the then current consulting rates of

1 those personnel involved or additional expenses billed at actual cost to
2 CONSULTANT.

3 18. HEADINGS: The paragraph headings herein are for convenience only, and
4 are not intended to aid in or limit the construction or interpretation of
5 any of the terms and conditions of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed this agreement
7 as of the day and year hereinabove setforth.

8 COUNTY OF YOLO, a political sub-
9 division of the State of California

10 BY Joseph J. Thompson
11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12 ATTEST

13 PETER McNAMEE, CLERK

14 BY Debra G. Gentry
15 DEPUTY

16 J. D. Williams
17 CONSULTANT

18 CHARLES R. MACK
19 COUNTY COUNSEL
20 BY: Robert M. Mack
21 DEPUTY COUNTY COUNSEL

YGH & SALUD DATA SYSTEM EXPECTATIONS

Overview: Capability to retrieve accurate and timely information required for Financial Planning and Billing of Accounts Receivable.

Generalized System/Provider Expectations:

1. Accurate and timely information for financial planning and management.
2. Computer data bank capable of both on-line and off-line storage, expandable and restrictive access to records for confidentiality.
3. Ability to expand system more than four times initial configuration without the need for costly reprogramming or conversion.
4. System delivery only after programs are written, debugged, documented, and demonstrated to the user and agreement is obtained that they work properly.
5. A delivery and installation policy that guarantees a speedy and economical conversion with least possible inconvenience.
6. Computer Company assumes the responsibility of supervising and managing computer installation. This includes progress monitoring and resolving programs speedily and efficiently. Requires that company assign a project manager with experience programming resources during ownership of system.
7. Computer company assumes responsibility of training operators, at no charge, in the operation of the system. Also make available self-teach computer-assisted programming course, plus low-cost seminars for management or programmer. All training to be made available locally.
8. Maintain system mechanically, via contract, with understanding service representative expected on scene within two hours after reporting.
9. System proven within the California Health Industry by other users (operating hospitals as well as outpatient clinics). Software component of system very clearly defines operating software (operating system) vs applications software (makes computer responsive to County needs).
10. Word processing capability using computer data files.
11. Accommodation of current reporting requirements (State & Federal).
12. Reduction of lost and late charges.
13. Elimination of many clerical functions, reduction in O.T., P.T., etc.
14. Elimination of errors made in hospital's pricing of services.
15. Elimination of multiple billing ledger & multiple bills for the same responsible party. (Single Account number)
16. Availability of a monthly aged a/r analysis.
17. General ledger entries automatically prepared by system, releasing valuable accounting department time.
18. Documented control of contractual adjustments, automatically processed.
19. Document control of bad debt write-offs, automatically processed.

Operating Software System Expectations:

1. A programming language resulting in ease and speed of programming, programming changes, and maintenance, with the capability of on-line simultaneous programming during daily operation.
2. Operating system and utility programs to be maintained by hardware vendor.
3. New operating software revisions and/or enhancements offered free of charge.
4. Operating system must be designed for an on-line, interactive, multi-task environment, to support multiple users doing data processing input.
5. Operating system must support magnetic disc, magnetic tape, matrix-printers, and at least ten video-display terminals.
6. All data files are maintained with up-to-the minute information.
7. Availability of easily extractable reports of data (available within files) which were not required at time of installation, without programming.
8. Communications ability via phone lines for video-terminals and printers.

Application Software Expectations:

1. General Ledger
 - a. Chart of Accounts
 - b. Monthly Journal Activity Report
 - c. Detail and Summary Trial Balance
 - d. Income Statement Balance Sheet
 - e. Monthly Financial Class Accommodations Revenue Report
 - f. Comparative Income and Expense Report
 - g. Etc.
2. Payroll/Personnel
 - a. Time Sheet Preparation
 - b. Payroll Earnings Register
 - c. Payroll Deduction Register
 - d. Pre-issue and Void Check Register
 - e. Payroll Check Writing
 - f. Payroll period Reports: Statement of Activity
Workmen's Compensation
 - g. Labor Distribution
 - h. Quarterly Reports: 941 Quarterly Tax
 - i. Year-End Reports: W-2 Reports
 - j. Etc.
3. Accounts Payable
 - a. Vendor Listing
 - b. Invoice Register
 - c. Accounts Payable Checks
 - d. Check Register
 - e. Aged Trial Balance
 - f. Cash Requirement Report
 - h. Open Item Report
 - i. Expense Distribution Report by Department
 - j. Etc.
4. Patient Accounts Receivable
 - a. Accounts Receivable Statements
 - b. Aged Trial Balance Reports: Patient/Guarantor Name; Account ID
 - c. Summary by: Insurance Company; Financial Class; Physician
 - d. A/R Status Report
 - e. Patient/Guarantor Directory
 - f. Payment Proof List
 - g. Write-off Reports: Small Balances; Zero Balance; Administrative
 - h. Etc.
5. Patient Accounting and Billing
 - a. Service Charge Proof List
 - b. Payment Proof List
 - c. Daily Financial Activity Reports: Department by Transaction
Department by Financial
 - d. Class: Department by Financial
 - e. Summary: Daily Inpatient and Outpatient Status Report; Discharge
Discrepancy report
 - f. Daily Room and Bed Journal
 - g. General Ledger Source Journal
 - h. Patient and Third Party Billing (Inpatient and Outpatient)
 - i. Discharge Estimate Bill
 - j. Interim Patient Bill
 - h. Final Bill: UB-16; SSA-1453, SSA-1483, SSA-1554, MIO-200, MIO-210,
M/C-163
 - i. Etc.

6. Patient Admissions and Logistics:
 - a. Pre-admit list
 - b. Pre-admit No-shows
 - c. Inpatient and Outpatient Admission Report
 - d. Admissions, Discharges and Transfers Reports
 - e. Daily Census Reports; Nursing Station Census; Alphabetical Census; Physician Census; Diet Census; Religion Census; Financial Class Census
 - f. Patient Day Summary
 - g. Monthly Census Reports
 - h. Etc.

BK

AGREEMENT NO. 80-259

(Agreement for Information & Referral Services for Older Americans)

THIS AGREEMENT, executed this 28th day of July, 1980

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the UNITED CHRISTIAN CENTERS OF GREATER SACRAMENTO, ^{2620-21st Street} ~~1445 Nogales~~, Sacramento, California, (specifically the Broderick Christian Center).

WITNESSETH:

RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), by the Planning Council, Area 4, Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with existing non-profit or city agency which now provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation or city agency which now does provide services to older Americans in Yolo County and that it is able to provide the services which is the subject of this agreement.

AGREEMENT:

1. UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows: the East Yolo area composed of Broderick, Bryte, West Sacramento and Clarksburg, from offices located at 110 - 6th Street, Broderick, CA.

1 2. TERM: The term of this agreement shall be for no longer than one
2 year beginning July 1, 1980 and ending June 30, 1981.

3 3. SERVICES PROVIDED: AGENCY agrees to perform the services specified
4 in grant and contract for COUNTY, in accordance with the terms of this agree-
5 ment.

6 4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees:

7 a) Payments made pursuant to this agreement are to be expended for
8 purposes set forth herein in contract and grant and for no other purpose, and
9 in strict compliance with all applicable laws, regulations, policies and pro-
10 cedures of the COUNTY, State of California, and the Administration on Aging of
11 the United State Department of Health, Education and Welfare.

12 b) AGENCY agrees to execute and abide by the assurance of com-
13 pliance with the Civil Rights Act of 1964 (Exhibit A) attached hereto and
14 incorporated herein by this reference.

15 c) AGENCY agrees that payments by COUNTY may be terminated at any
16 time for violations of any terms, conditions, or requirements of this agree-
17 ment. If AGENCY fails to meet Performance Standards as determined by Agency
18 on Aging, COUNTY has right to terminate.

19 d) AGENCY further agrees to comply with all Federal, State and
20 local laws and regulations relevant to the operation conducted by AGENCY and
21 to keep in effect any and all Federal, State or local licenses, permits,
22 notices and certificates that are required for the operation of AGENCY.

23 e) AGENCY agrees to comply with all applicable laws relating to
24 wages, hours of employment and occupational safety.

25 f) If AGENCY acquires assets with any Federal funds, AGENCY agrees
26 to comply with all applicable Federal laws, rules and procedures relating to
27 the acquisition, retention and disposition of said assets.

28 5. INSURANCE AND INDEMNITY: AGENCY agrees:

 a) AGENCY shall procure and maintain comprehensive personal injury

1 and property damage liability insurance for any damages caused by vehicles
2 used in AGENCY'S service operation, with policy limits of at least \$300,000
3 for injury or death of one person in any one accident; \$500,000 for injury or
4 death of two or more persons in any one accident; and \$100,000 for property
5 damage in any one accident. Said insurance specifically shall designate
6 COUNTY as an insured for all purposes.

7 b) AGENCY agrees to provide COUNTY with certificates of insurance
8 as aforesaid to demonstrate that it has procured the required insurance.
9 AGENCY hereby represents that the following information accurately identifies
10 and describes the liability insurance:

11 INSURANCE:

- 12 1. Name of Insurance Carrier A. Mason Blodgett
13 2. Description of Policy Comprehensive General Liability
14 3. Limits of Policy \$5,000.00 each occurrence
15 4. Effective Dates of Policy 4/15/80 to 4/15/81
16 5. Name and Address of Agent A. Mason Blodgett & Associates
17 50 California Street, San Francisco, CA 94111

18 Furthermore, AGENCY agrees to provide COUNTY with any necessary
19 permission required by the Liability Insurance Carrier to enable the insurance
20 carrier to promptly notify COUNTY directly in the event that such liability
21 insurance is cancelled, terminated, or modified.

22 c) INDEMNIFICATION: AGENCY agrees to indemnify, defend and hold
23 harmless COUNTY, Area 4 Agency on Aging, the State of California, and their
24 officers, agents and employees from any and all claims or losses resulting
25 from the performance of this agreement by AGENCY, including both claims for
26 any personal injury or property damage, and claims for any breach of contract
27 between AGENCY and any person or firm which claim a breach of contract with
28 AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and any

1 other expenses incurred by AGENCY in providing services pursuant to this agree-
2 ment, and shall assume any and all responsibility for loss or damage resulting
3 from the performance of this agreement by AGENCY. In the event that any claim
4 is filed against AGENCY by any person or firm, for any damage arising out of
5 the performance of this agreement, AGENCY agrees promptly to notify COUNTY of
6 the fact.

7 d) AGENCY shall provide, at its own expense, necessary Workman's
8 Compensation Insurance coverage, and shall inform COUNTY of its Workman's
9 Compensation Insurance Carrier.

10 6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be construed to be,
11 an independent contractor of COUNTY, and not an agent of COUNTY. No officer,
12 employee, agent or contractor of AGENCY is, nor shall they be construed to be,
13 an officer, agent or employee of COUNTY, of the Area 4 Agency on Aging, of the
14 Federal Government, or the State of California, for any purpose.

15 7. REQUIRED RECORDS: AGENCY agrees:

16 a) to Provide monthly reports to COUNTY, with regard to AGENCY'S
17 activities, specifically designating the activities, referrals and unmet needs
18 prior to release of any funds by COUNTY to AGENCY.

19 b) AGENCY agrees to place all money received from COUNTY in a
20 separate account, and not to commingle said funds with funds received from any
21 other source or pursuant to any other agreement, and to expend the same solely
22 for the purpose set forth in this agreement.

23 c) AGENCY shall keep sufficiently detailed records bearing upon
24 service operations performed by AGENCY to allow COUNTY, or other authorized
25 personnel to determine compliance by AGENCY with all applicable laws and regu-
26 lations. Said records shall be maintained in the AGENCY project site, or at
27 the appropriate agency of the State of California. Said records shall be
28 maintained for no less than three (3) years from the termination of this agree-
ment. COUNTY, representatives from the Area 4 Agency on Aging, or other

1 representatives or auditors of the U. S. Department of Health, Education and
2 Welfare, shall be granted access to such records upon request.

3 d) AGENCY furthermore shall submit monthly reports detailing any in-
4 kind contribution received by AGENCY for its Information & Referral program
5 component, said records shall be submitted monthly to COUNTY, and shall be
6 sufficiently detailed to enable COUNTY to ascertain compliance with all con-
7 ditions set forth herein, and the budget submitted by AGENCY and attached
8 hereto as Exhibit C and incorporated herein by this reference.

9 e) AGENCY will, within thirty (30) days from the close of the project
10 year, provide COUNTY with an audit pursuant to guidelines established by Area
11 4 Agency on Aging. The audit to be performed by an independent auditor as
12 selected by AGENCY or by the office of the Auditor-Controller of YOLO COUNTY.
13 The General Accounting Office of the State of California, and COUNTY'S auditor,
14 upon request shall have access to all such records for purposes of audit or
15 review. Authorized representatives of COUNTY, Area 4 Agency on Aging, the
16 California State Office on Aging, and the U. S. Department of Health, Education
17 and Welfare shall have the right to conduct on site administrative reviews of
18 the service operation provided by AGENCY and all records relevant to this
19 agreement.

20 8. PAYMENTS: Upon submission of the aforesaid written report in
21 Paragraph 7.a and its county signature indicating approval by the Program
22 Supervisor, COUNTY shall pay to AGENCY funds earned to date. Payment based on
23 reimbursement of actual expenditure of AGENCY. In no event shall the funds
24 paid by COUNTY to AGENCY exceed the sum of \$7,605.00 which are the maximum
25 total funds available under this agreement. In no event will any claim by
26 AGENCY against COUNTY be paid for expenses incurred after June 30, 1981.
27 COUNTY shall make the aforesaid payment to AGENCY monthly within 30 days of
28 presentation of valid claim. The final claim must be submitted prior to
July 31, 1981.

1 9. DISPOSITION OF CAPITAL ASSETS: No capital assets will be purchased
2 through these contract funds.

3 10. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall
4 be comparable to the prevailing salaries for similar work in the location of
5 the service. AGENCY further agrees that funds granted through this agreement
6 will be used for program expansion and not used to replace or surplant
7 existent funding.

8 11. AGENCY agrees to maintain a management office and headquarters for
9 the operations of AGENCY'S services at the address stated above as the address
10 of AGENCY.

11 12. There shall be one full time person at the AGENCY site clearly
12 designated as I&R staff.

13 13. TERMINATION:

14 a) COUNTY may terminate this agreement and be relieved of the pay-
15 ment of any consideration then due to AGENCY should AGENCY fail to perform any
16 covenant herein contained at the time and in the manner herein provided. Each
17 of the listed provisions of this agreement is, and shall be, construed to be
18 both an independent covenant and a condition, breach of any of which giving
19 the COUNTY the right to terminate this agreement upon two weeks written notice
20 to AGENCY. In the event of such termination, COUNTY may proceed with the
21 services herein agreed to be performed by AGENCY, and to deduct the costs to
22 COUNTY from any sum then due AGENCY under this agreement.

23 b) Either party may terminate this agreement at any time by giving
24 the other party two weeks written notice of said termination.

25 14. ASSIGNABILITY: Neither the whole nor any part of this agreement is
26 assignable to any person or firm without prior written authorization of COUNTY
27 obtained.

28 15. This writing embodies the total agreement of the parties hereto,
and shall supersede any other agreement, written or oral, prior to or

1 contemporaneous with the execution of this agreement. No alteration, modifi-
2 cation, or deletion of this agreement shall be effective unless written and
3 executed by the parties hereto or their successors in office.

4 16. AGENCY agrees that it understands that conditions of the agreements
5 between the Area 4 Agency on Aging and the California State Office of Aging,
6 for Fiscal Year 1980/81 and further agrees that all conditions contained in the
7 aforesaid contract are applicable to this agreement.

8 17. It shall be a continuing responsibility of the COUNTY to determine
9 how stated program goals are being met; to review fiscal and service data
10 relating to the performance by AGENCY of this agreement; and to make specific
11 recommendations to AGENCY staff flowing from monitoring visits. Such reviews
12 shall take place no less than monthly and with clear understanding as to the
13 time and purpose of such monitoring visits.

14 18. It is hereby mutually agreed and AGENCY hereby expressly acknow-
15 ledges that an express condition precedent to the COUNTY'S duty to pay any
16 funds pursuant to this agreement is the receipt by COUNTY from Area 4 Agency
17 on Aging of the proportional share of COUNTY'S grant funds which are designated
18 for payment to AGENCY. In the event of a reduction in COUNTY'S grant funds,
19 COUNTY'S obligation to pay shall be reduced in the same amount as the reduction
20 of said grant funds, and AGENCY'S duty to perform shall be reduced in a like
21 proportion.

22 COUNTY OF YOLO, a political subdivision of the
23 State of California

24 BY

Joseph J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

25 BY

Richard A. Patterson
PRESIDENT, CHAIRMAN OF THE BOARD OR COMPARABLE
26 AUTHORIZED OFFICIAL

27 ATTEST:

28 PETER MCNAMEE, CLERK

BY

Ann Orser
(SEAL)

DEPUTY

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY

Elizabeth A. Haly
DEPUTY COUNTY COUNSEL 5-7

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

UNITED CHRISTIAN CENTERS (hereinafter called the "Subgrantee") HEREBY AGREES THAT
(Name of Subgrantee or Secondary Recipient)

it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES, a recipient of Federal financial assistance
(Name of Grantor)

from the Department (hereinafter called "Grantor") and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED July 28, 1980

The United Christian Centers of Greater
(Subgrantee) Sacramento

BY

Barbara Patten
(President, Chairman of Board, or
comparable authorized official)

P.O. Box 8107

Sacramento, CA 95818

(Recipient's mailing address)

TITLE President, Board of Directors

PERFORMANCE STANDARDS FOR SUBGRANTEE

Performance Criteria Information & Referral		Monthly	Cumulative
1.	Planned number of information transactions with individuals	200	2400
2.	Planned number of information transactions with agencies/organizations	20	<u>240</u>
3.	Planned number of information transactions total		2640
4.	Planned number of referral transactions	30	360
5.	Planned number of follow-up transactions	50	600

BUDGET FOR AGENCY

<u>Item</u>	<u>Amount</u>
I. Personnel: Part-time I&R Coordinator	
Total Salary & Benefits	\$7,500
Salary & Benefits	
Salary	\$6,944
FICA	479
Workman's Compensation	32
Unemployment	<u>45</u>
	\$7,500
II. Other	
Advertisement	55
Supplies, etc.	<u>50</u>
	\$7,605
In Kind Services	<u>761</u>
	\$8,366

FILED

SEP 9 1980

FILED
By *[Signature]*
DEPUTY

BK

AGREEMENT NO. 80-260

(Agreement for Information and Referral Services for older Americans)

THIS AGREEMENT, executed this 9th day of September, 1980,

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF WOODLAND - WOODLAND SENIOR CENTER, 439 SECOND STREET, WOODLAND, CA.

WITNESSETH:

RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), which is attached hereto, by the Planning Council, Area 4 Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with existing non-profit or city agency which not provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation or city agency which now does provide services to older Americans in Yolo County and that it is able to provide the services which is the subject of this agreement.

AGREEMENTS:

1. The Woodland Senior Center agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

City of Woodland

1 2. TERM: The term of this agreement shall be for no longer than one
2 year beginning July 1, 1980 and ending June 30, 1981.

3 3. SERVICES PROVIDED: AGENCY agrees to perform the services
4 specified in grant and contract for COUNTY, in accordance with the terms of
5 this agreement.

6 4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees

7 a) Payments made pursuant to this agreement are to be expended
8 for purposes set forth herein in contract and grant and for no other purpose,
9 and in strict compliance with all applicable laws, regulations, policies and
10 procedures of the COUNTY, State of California, and the Administration on
11 Aging of the United State Department of Health, Education and Welfare.

12 b) AGENCY agrees to execute and abide by the assurance of
13 compliance with the Civil Rights Act of 1964 (Exhibit A) attached hereto and
14 incorporated herein by this reference.

15 c) AGENCY agrees that payments by COUNTY may be terminated at
16 any time for violations of any terms, conditions, or requirements of this
17 agreement. If AGENCY fails to meet Performance Standards as determined by
18 Agency on Aging, COUNTY has right to terminate.

19 d) AGENCY further agrees to comply with all Federal, State and
20 local laws and regulations relevant to the operation conducted by AGENCY and
21 to keep in effect any and all Federal, State or local licenses, permits,
22 notices and certificates that are required for the operation of AGENCY.

23 e) AGENCY agrees to comply with all applicable laws relating to
24 wages, hours of employment and occupational safety.

25 f) If AGENCY acquires assets with any Federal funds, AGENCY
26 agrees to comply with all applicable Federal laws, rules and procedures
27 relating to the acquisition, retention and disposition of said assets.
28

1 5. INSURANCE AND INDEMNITY: AGENCY agrees

2 a) AGENCY shall procure and maintain comprehensive personal
3 injury and property damage liability insurance for any damages caused by
4 vehicles used in AGENCY'S service operation, with policy limits of at least
5 \$300,000 for injury or death of one person in any one accident; \$500,000 for
6 injury or death of two or more persons in any one accident; and \$100,000 for
7 property damage in any one accident. Said insurance specifically shall
8 designate COUNTY as an insured for all purposes.

9 b) AGENCY agrees to provide COUNTY with certificates of
10 insurance as aforesaid to demonstrate that it has procured the required
11 insurance. AGENCY hereby represents that the following information accurately
12 identifies and describes the liability insurance:

13 INSURANCE:

14 1. Name of Insurance Carrier: City Self-Insured

15 2. Description of Policy: "

16 3. Limits of Policy: N/A

17 4. Effective Dates of Policy: Continuous

18 5. Name and Address of Agent: City of Woodland

19 300 First Street, Woodland, CA 95695

20 Furthermore, AGENCY agrees to provide COUNTY with any necessary
21 permission required by the Liability Insurance Carrier to enable the insurance
22 carrier to promptly notify COUNTY directly in the event that such liability
23 insurance is cancelled, terminated, or modified.

24 c) INDEMNIFICATION: AGENCY agrees to indemnify, defend and hold
25 harmless COUNTY, Area 4 Agency on Aging, the State of California, and their
26 officers, agents and employees from any and all claims or losses resulting
27 from the performance of this agreement by AGENCY, including both claims for
28 any personal injury or property damage, and claims for any breach of contract
between AGENCY and any person or firm which claim a breach of contract with

1 AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and
2 any other expenses incurred by AGENCY in providing services pursuant to this
3 agreement, and shall assume any and all responsibility for loss or damage
4 resulting from the performance of this agreement by AGENCY. In the event that
5 any claim is filed against AGENCY by any person or firm, for any damage
6 arising out of the performance of this agreement, AGENCY agrees promptly to
7 notify COUNTY of the fact.

8 d) AGENCY shall provide at its own expense, necessary Workman's
9 Compensation Insurance coverage, and shall inform COUNTY of its Workman's
10 Compensation Insurance Carrier.

11 6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be, construed to be
12 an independent contractor of COUNTY, and not an agent of COUNTY. No officer,
13 employee, agent or contractor of AGENCY is, nor shall they be construed to be,
14 an officer, agent or employee of COUNTY, of the Area 4 Agency on Aging, of
15 the Federal Government, or the State of California, for any purpose.

16 7. REQUIRED RECORDS: AGENCY agrees

17 a) To provide monthly reports to COUNTY, with regard to AGENCY'S
18 activities, specifically designating the activities, referrals and unmet
19 needs prior to the release of any funds by COUNTY to AGENCY.

20 b) AGENCY agrees to place all money received from COUNTY in a
21 separate account, and not to commingle said funds with funds received from
22 any other source or pursuant to any other agreement, and to expend the same
23 solely for the purpose set forth in this agreement.

24 c) AGENCY shall keep sufficiently detailed records bearing
25 upon service operations performed by AGENCY to allow COUNTY, or other
26 authorized personnel to determine compliance by AGENCY with all applicable
27 laws and regulations. Said records shall be maintained in the AGENCY project
28 site, or at the appropriate agency of the State of California. Said records

1 shall be maintained for no less than three (3) years from the termination of
2 this agreement. COUNTY, representatives from the Area 4 Agency on Aging, or
3 other representatives or auditors of the U. S. Department of Health,
4 Education and Welfare, shall be granted access to such records upon request.

5 d) AGENCY furthermore shall submit monthly reports detailing
6 any in kind contribution received by AGENCY for its Information & Referral
7 program component; said records shall be submitted monthly to COUNTY, and
8 shall be sufficiently detailed to enable COUNTY to ascertain compliance with
9 all conditions set forth herein, and the budget submitted by AGENCY and
10 attached hereto as Exhibit C and incorporated herein by this reference.

11 e) AGENCY will, within thirty (30) days from the close of the
12 project year, provide COUNTY with an audit pursuant to guidelines established
13 by Area 4 Agency on Aging. The audit to be performed by an independent
14 auditor as selected by AGENCY or by the office of the Auditor-Controller of
15 YOLO COUNTY. The General Accounting Office of the State of California, and
16 COUNTY'S auditor, upon request shall have access to all such records for
17 purposes of audit or review. Authorized representatives of COUNTY, Area 4
18 Agency on Aging, the California State Office on Aging, and the U. S. Depart-
19 ment of Health, Education and Welfare shall have the right to conduct on site
20 administrative reviews of the service operation provided by AGENCY and all
21 records relevant to this agreement.

22 8. PAYMENTS: Upon submission of the aforesaid written report in
23 Paragraph 7. a. and its county-signature indicating approval by the Program
24 Supervisor, COUNTY shall pay to AGENCY funds earned to date. Payment based
25 on reimbursement of actual expenditure of AGENCY. In no event shall the funds
26 paid by COUNTY to AGENCY exceed the sum of \$7,605.00 which are the maximum
27 total funds available under this agreement. In no event will any claim by
28 AGENCY against COUNTY be paid for expenses incurred after June 30, 1981.

1 9. DISPOSITION OF CAPITAL ASSETS: No capital assets will be purchased
2 through these contract funds.

3 10. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall
4 be comparable to the prevailing salaries for similar work in the location of
5 the service. AGENCY further agrees that funds granted through this agreement
6 will be used for program expansion and not used to replace or surplant
7 existent funding.

8 11. AGENCY agrees to maintain a management office and headquarters for
9 the operations of AGENCY'S services at the address stated above as the address
10 of AGENCY.

11 12. There shall be one full time person at the AGENCY site clearly
12 designated as I&R staff.

13 13. TERMINATION:

14 a) COUNTY may terminate this agreement and be relieved of the
15 payment of any consideration then due to AGENCY should AGENCY fail to perform
16 any covenant herein contained at the time and in the manner herein provided.
17 Each of the listed provisions of this agreement is, and shall be construed to
18 be, both an independent covenant, and a condition, breach of any of which
19 giving the COUNTY the right to terminate this agreement upon two weeks written
20 notice to AGENCY. In the event of such termination, COUNTY may proceed with
21 the services herein agreed to be performed by AGENCY, and to deduct the costs
22 to COUNTY from any sum then due AGENCY under this agreement.

23 b) Either party may terminate this agreement at any time by
24 giving the other party two weeks written notice of said termination.

25 14. ASSIGNABILITY: Neither the whole nor any part of this agreement is
26 assignable to any person or firm without prior written authorization of
27 COUNTY obtained.
28

1 15. This writing embodies the total agreement of the parties hereto,
2 and shall supersede any other agreement, written or oral, prior to or
3 contemporaneous with the execution of this agreement. No alteration, modifi-
4 cation, or deletion of this agreement shall be effective unless written and
5 executed by the parties hereto or their successors in office.

6 16. AGENCY agrees that it understands that conditions of the agreements
7 between the Area 4 Agency on Aging and the California State Office of Aging,
8 for Fiscal Year 1980/81 and further agrees that all conditions contained in
9 the aforesaid contract are applicable to this agreement.

10 17. It shall be a continuing responsibility of the COUNTY to determine
11 how stated program goals are being met; to review fiscal and service data
12 relating to the performance by AGENCY of this agreement; and to make specific
13 recommendations to AGENCY staff flowing from monitoring visits. Such reviews
14 shall take place no less than monthly and with clear understanding as to the
15 time and purpose of such monitoring visits.

16 18. It is hereby mutually agreed and AGENCY hereby expressly acknowledges
17 that an express condition precedent to the COUNTY'S duty to pay any funds
18 pursuant to this agreement is the receipt by COUNTY from Area 4 Agency on
19 Aging of the proportional share of COUNTY'S grant funds which are designated
20 for payment to AGENCY. In the event of a reduction in COUNTY'S grant funds,
21 COUNTY'S obligation to pay shall be reduced in the same amount as the
22 reduction of said grant funds, and AGENCY'S duty to perform shall be reduced
23 in a like proportion.
24
25
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement
2 this 9th day of September, 1980.

3
4 COUNTY OF YOLO, a political subdivision
5 of the State of California

6 BY Lynda J. Thompson
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO

9 CITY OF WOODLAND, a municipal corporation

10
11 BY Harry O. Walker Mayor
12 PRESIDENT, CHAIRMAN OF THE BOARD OR
13 COMPARABLE AUTHORIZED OFFICIAL
14 (CORPORATE SEAL)

15
16 ATTEST:

17 PETER McNAMEE, CLERK

18 BY Jan Orser, DEPUTY

19 (SEAL)

20
21 Attachments to this agreement:

22 Exhibit A - Assurance of Compliance

23 Exhibit B - Performance Standards for Agency

24 Exhibit C - Budget for Agency

25
26 APPROVED AS TO FORM

27 CHARLES R. MACK
28 COUNTY COUNSEL

BY Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH,
EDUCATION AND WELFARE REGULATIONS UNDER TITLE IV OF THE
CIVIL RIGHTS ACT OF 1964

The City of Woodland, (hereinafter called the "Subgrantee")
(Name of Subgrantee or Secondary Recipient)
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from the County of Yolo, a recipient of Federal
(Name of Grantor)
financial assistance from the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both

EXHIBIT A (Continued)

shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED: August 11, 1980CITY OF WOODLAND
(Subgrantee)

BY

Harry O. Walker
(President, Chairman of Board, or
comparable authorized official)

CITY OF WOODLAND

300 First StreetWoodland, CA 95695

(Recipient's mailing address)

TITLE

MAYOR OF THE CITY OF WOODLAND

EXHIBIT B

PERFORMANCE STANDARDS FOR SUB-GRANTEE

<u>Performance Criteria Information & Referral</u>	<u>Monthly</u>	<u>Cumulative</u>
1. Planned number of information transactions with individuals	180	2,160
2. Planned number of information transactions with agencies/ organizations	18	72
3. Planned number of information transactions total	198	792
4. Planned number of referral transactions	80	320
5. Planned number of follow-up transactions	4	16

EXHIBIT C

BUDGET FOR AGENCY

<u>Item</u>	<u>Amount</u>
I. Personnel: Part-time I&R Coordinator	
Total Salary & Benefits	\$7,500
Salary & Benefits	
Salary	\$6,944
FICA	479
Workman's Compensation	32
Unemployment	<u>45</u>
	\$7,500
II. Other	
Advertisement	55
Supplies, etc.	<u>50</u>
	\$7,605
In Kind Services	<u>761</u>
	\$8,366

03

AND

(HEREINAFTER REFERRED TO AS A4AA)

1820 J STREET

SACRAMENTO, CA 95814

- A. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):

Yolo County Department of Social Services

120 West Main Street, Woodland, CA 95695

666-8491

- B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964 dated January 18, 1965 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) applies to this application.

- C. Maximum total funds available for this project: \$ 24,424
 (Title IIIB: \$ 24,424) (Title IIIC-1: \$)
 (Title IIIC-2: \$) (U.S.D.A. : \$)

- D. The term of this AGREEMENT is from July 1, 1980 to June 30, 1981, subject, however to earlier termination as provided herein.

- E. No expenditure or obligations may be incurred after June 30, 1981

- F. Addresses of Project Sites: (attach list if more than three)
See attached.

- G. Application # and Program Title: 155-6 Information & Referral

- H. Name of Insurance Carrier: See attached.

Description of Policy:

Effective Dates of Policy:

Name and Address of Agent:

Attachment to A4AA

Line F

Yolo County DSS
120 W. Main Street
Woodland, Ca. 95695

Davis Senior Center
630 - 2nd Street
Davis, Ca. 95616

Woodland Senior Center
439 - 2nd Street
Woodland, Ca. 95695

Broderick Christian Center
110 - 6th Street
Broderick, Ca. 95605

City of Winters
City Hall
Winters, Ca. 95694

Line H

Self-Insured in Concert with a Joint Powers Fund Pool made up of several Governmental Agencies Limit of Liability after Application of a \$5,000 deductible is \$250,000

Excess limits carried from \$250,000 to \$20,000,000 with Pine Top Insurance Company

Policy # 19 CP 10 16 32
Effective 3-1-80 to 3-1-81

Contact Person: Burr Shafer
P.O. Box 531
Woodland, Ca. 95695

(Telephone (916) 666-8491)

SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at each site stated on line F above. Project sites, services provided, and provisions for service delivery may be revised from those stated in this agreement only as agreed upon by SERVICE PROVIDER and A4AA. 028

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

- a. Older Americans Act funds will not be used to replace or supplant ongoing programs or personnel.
- b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

- a. The equipment purchased in this project will be used in future Older Americans Act projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Older Americans Act programs will be purchased only if it cannot be secured from other Older Americans Act programs, excess or surplus property.)
- b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workmen's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any accident; and \$100,000 for property damage in any one accident. Additionally, SERVICE PROVIDER shall procure and maintain comprehensive general liability insurance in the amount of \$500,000 limit per occurrence for bodily injury and property damage liability combines for all other phases of operation. 27

- a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that required insurance coverages have been procured.
- b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit to A4AA monthly reports of expenditures in accordance with due dates established by A4AA. Reports shall be submitted on forms provided by A4AA.

9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

- a. SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identity of individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the Service Provider and who job responsibility requires access to this information. This limitation does not apply to employees of HEW, AoA, CDA, or A4AA or their designees.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in the case of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

- J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

- K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

- L. No later than one-hundred eighty (180) days prior, and again at ninety (90) days prior to the ending date of this contract, subgrantee shall provide A4AA with the estimated amount of Older Americans Act funds which will remain unexpended at the ending date of this contract.

Upon notification by subgrantee that Older Americans Act funds will remain unexpended, A4AA at its option, will request and receive from the subgrantee, release of Older Americans Act funds in an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. A4AA shall be reasonable in its request for funds and the subgrantee shall not unreasonably withhold permission for release of funds.

A4AA retains all rights to reprogram released funds into other programs, projects, or activities contained in the approved Area Plan.

- M. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.
- N. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by all parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- O. All conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, for FY 1981 shall cover this contract.
- P. Implementation of this contract, in whole or in part, is contingent upon approval of the CSPC/A4AA Area Plan for FY 1981, and related spending authority by the California Department of Aging. In the absence of such approval and authorization, CSPC/A4AA and the SERVICE PROVIDER are relieved off all obligations contained herein.

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC

James A. Hill
EXECUTIVE DIRECTOR

6-30-80
DATE

FOR AREA 4 AGENCY ON AGING

D. Hill
DIRECTOR

6-30-80
DATE

FOR SERVICE PROVIDER

Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN
BOARD OF SUPERVISORS
P. O. Box 1000
Woodland, TITLE
CA 95695

6/24/80
DATE

ATTACHMENTS TO THIS AGREEMENT:

- A. Grant Application
- B. Statement of Objectives

Section 1. APPLICATION FOR OLDER AMERICANS ACT FUNDING

1. Applicant Agency: Yolo County Dep. of Soc. Svcs.
 Address: 120 West Main Street, Woodland, CA 95695
 Phone: (916) 666-8491 Zip _____
 Contact Person: Delbert Zeiger
 Title: Social Services Program Manager

2. Type of Agency:
 Private non-profit ☐
 Private for profit ☐
 School District ☐
 Government ☒
 Other _____

3. Brief description of project(s)
 Program Services
☐ Senior Center ☒ Social Services (please list)
☐ Nutrition _____
☐ Congregate _____
☐ Home Delivered _____

4. Type of Application
 New ☐
 Continuation ☒
 Revision ☒
 Supplement ☐

5. Project duration
 _____ 12 _____ months
 Start 7-1-80
 End 6-30-81

6. Estimated number persons to be served 6,000
2,000 unduplicated

8. This is the _____ year of operation for this project.

9. This application is being sent to the following funding sources for consideration:

- ☒ Area 4 Agency on Aging ☐ United Way ☐ Regional Criminal Justice
☐ City _____ ☐ Manpower (CETA) ☐ County Revenue Sharing
☐ Sacramento Area Economic Opportunity Council ☐ County Department (Please specify)
☐ ACTION ☐ Other (Please specify) _____

10. Total Project Costs

	Current Year	This Proposal
Older Americans Act	35,568	24,424
Other Federal (Please list)	-	
State	-	
County	-	
City	-	
United Way	-	
Other	-	
United Community Fund	750	N/A
Other Mex.-Am. Con-	11110	
In-Kind	3,200	2,714
TOTAL	39,508	27,138

10a. Budget Summary

Older Americans Act Funds Requested \$ 24,424
 Non-Federal Match 2,714
 Other (funds) _____
 Total Project Cost 27,138

10b. Payee: Enter Name & Title & Address to Whom Checks are to be mailed.

Name: County of Yolo
 Title: Att. BurrShafer CFS
 Address: P.O. Box 531
Woodland
CA. 95695
 Zip _____

This application has been duly authorized for submittal by the governing body of the applicant agency.

Delbert Zeiger

Chairman, Board of Supervisors

5-13-80

AREA AGENCY ON AGING
APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section II. PFCR PROGRAM/PROJECT HISTORY

PROJECT TITLE Information & Referral & Transportation DATE 4-28-80

PROGRAM/PROJECT TITLE (List all Titles of Programs and projects specifically addressing needs of older persons.)	FUNDING SOURCE (Refer to partial listing at bottom of page.)	Amount		
		CY77	CY78	1-79 thru 6-80 CY79
Information - Referral & Transportation	Area 4 Agency on Aging			35,556

Section III. OTHER PENDING APPLICATIONS

PROGRAM/PROJECT TITLE & PURPOSE (brief summary of Pending Requests for programs/projects addressing needs of older persons)	Funding Source (Note: Public and/or Private)	Amount of Funds Requested
None		

Please specify funding source by name. The following list is provided for reference; however, it is not exhaustive and other sources should be included.

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> Area 4 Agency on Aging SYETA/Title I SYETA-CYP CETA Title II (City) CETA Title VI (County) CETA Title II (County) CETA Title VI (County) County Contributions (Grant Fund) City Contributions (Grant Fund) Community Development Block Grant County Revenue Meeting | <ul style="list-style-type: none"> City Revenue Meeting Office of Criminal Justice Region D Criminal Justice United Way Federal Department-H&W Federal (Other) County Mental Health County Drug Abuse County Alcoholism State Department Health State CETA - 4/4 | <ul style="list-style-type: none"> Sacramento Area Economic Opportunity Council Federal Department (Please list) <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |
|---|---|--|

AA/AB/3.71.50

AREA 4 AGENCY ON AGING APPLICATION FOR OLDER AMERICANS ACT FUNDING,
SECTION IV PROJECT NARRATIVE

A. APPLICANT AGENCY BACKGROUND

1. The Yolo County Department of Social Services is one of 58 county social services departments in the State of California delegated by the State Department of Social Services to administer Title XX social services programs for citizens of California.

In fiscal year 1979/80 we were granted in excess of \$600,000 in federal and county matching funds to provide Title XX social services to approximately 7,000 people. Approximately 20% of the persons we served in our Title XX program were senior citizens. A majority of these seniors were served through our In-Home Supportive Service and Adult Protective Services programs.

2. Organizational Chart: (See attached).

B. PROJECT INFORMATION

1. Problem Statements:

- a. Yolo County has a population of 106,000 (1975 census). Of this, approximately 11,000 are elderly (over 60). The highest concentration of older adults live in the East Yolo area encompassing Broderick, Bryte and West Sacramento. We have significant numbers of low income and minority elderly in Yolo County. A large number of low income and minority elderly reside in the rural areas of Esparto, Winters, Broderick and Bryte. 15 to 19% of Woodland and Knights Landing elderly are below the poverty level. 20 to 25% are below the poverty level in East Yolo, Esparto and the Winters area.

Seniors in Yolo County have demonstrated the need for information and referral services. This is evident by the fact that in one three month period (September, October and November 1979), the I&R providers in Yolo County received over 1600 requests from seniors for information and referral services. The Area 4/Kellogg program studies in 1979 found that only 28% of our seniors were aware of the information and referral services that were available to them. The studies also found that almost 84% of our senior population was aware of our senior centers. We believe that co-location of the Older Americans Act I&R programs in our senior centers will dramatically increase the awareness, value, and utilization of I&R services by our seniors. This is also clearly the direction promulgated by the Older Americans Act, CDA, and Area 4.

This project will serve all of Yolo County, with sites located in the major senior centers in the three largest populated areas (Woodland, Davis and East Yolo). In addition, this department's I&R staff will accept collect telephone calls in our Woodland office from Winters, Esparto, the Capay Valley and other remote areas of Yolo County. We also plan to have department I&R staff provide I&R and outreach services to these areas.

2. Project Goals:

- a. Seniors in Yolo County as demonstrated by the 1979 Area 4/Kellogg study are not aware of the majority of community resources that are available

to them to help them preserve their independence and/or to improve the quality of their lives. The major goal of this project is to expand the awareness of seniors to resources and service which may be available to them and to assist them to gain access to these resources, to promote independent living, and to improve the quality of life.

- b. The barrier of lack of knowledge of available resources and how to gain access and use of these resources will be addressed in this project.

3. Project Objectives:

We have the objective of providing information and referral services to 2,000 seniors (on an average of three services to each senior during the 1980/81 fiscal year) with our telephone service and rapid access to adult protective services workers along with other professionals (i.e., public health and mental health) it is estimated that over 500 frail elderly persons will be served. We estimate that we will provide over 6,000 units of service. (Unit of service is defined as provision of information and/or a referral to a senior citizen that will assist the senior to utilizing the resource/service).

4. Project Activities:

- a. Information & Referral & Senior Transportation (Winters).
- b. Methods used to provide services will be direct face-to-face contact where information and referral are provided and telephone contact where information and referral are provided.
- c. Frail elderly will be encouraged to participate by adult protective services workers, mental health workers, public health nurses and in-home supportive services providers. Telephone and transportation services will be available to assist the frail elderly in their participation.
- d. Services will be provided at the Woodland Senior Center, Davis Senior Center, Broderick Christian Center and at the DSS office in Woodland, along with outreach services as described in B-1a.
- e. Start up activities have already occurred, consisting of negotiating contracts with the three senior centers.
- f. Services will be provided on a daily basis from 8:00 a.m. until 5:00 p.m. in all offices and by telephone.
- g. General office equipment is already available and need not be purchased.
- h. The senior centers are currently providing space for other activities, i.e., legal services, nutrition programs, health and other related services.

5. Physical Accessibility

- a. All sites are readily accessible by bus.
- b. All sites have other transportation programs available to seniors.
 1. The DSS office in Woodland is accessible by bus and the Woodland Community Care car.

2. The Davis Senior Center is 4 blocks from public transportation. In addition, it offers paratransit services and is funded to offer senior transportation services through Area 4.
3. The Broderick Christian Center is located on a bus line and provides its own escort/transportation services.
4. The Woodland Senior Citizens Center is within 4 blocks of a bus line. It also provides transportation and escort services through the Woodland Community Care Car.

c. Parking facilities are available at all sites.

d. Heating, lighting, cooling and ventilation of all facilities are adequate. These facilities, with the exception of the DSS office, are all currently being used as senior centers.

6. Program Accessibility:

The three senior centers currently are capable to provide services to the impaired, non-English speaking, blind and other special population groups. This is demonstrated by the current level of performance with these groups. DSS has Spanish speaking persons available to provide information and referral services, also is charged by the state to providing services to the blind. I&R personnel will be on duty at all sites from 8:00 a.m. to 5:00 p.m. on Mondays through Fridays. We will advertise our services in the Yolo County and Sacramento County telephone books. (Yellow pages as well as the white pages.)

7. Coordination:

This project will be a coordinated effort to provide a comprehensive program of I&R to seniors by Yolo County Department of Social Services, the City of Davis Senior Center, City of Woodland Senior Center, and the Broderick Christian Center. These agencies will coordinate their efforts by use of a common resource directory, joint planning, joint monthly training meetings, and a joint method of needs assessment.

In addition, both DSS and senior centers have excellent working relationships with Public Health, Mental Health, and the EOC Area 4/Nutrition Programs. The senior nutrition programs are co-located with our sites in Davis and Broderick. Legal services, preventive health services, recreational services, etc. have been available through all of our senior centers.

8. Senior Participation:

This project has been routinely reviewed and discussed on a regular basis over the last several months by our local Commission on Aging, which has provided input and will continue to do so. Monthly reports or reports as requested of our project will be made to the Commission.

9. Volunteers:

Volunteers will be recruited on an as needed basis. Selection of volunteers will be made based on the same criteria that is used for employees. Supervision of volunteers will be provided by the site coordinators. Volunteers will receive training equal to that of paid staff, dependent upon task assignments.

10. Affirmative Action Plan:

The County of Yolo, City of Davis, and the Broderick Christian Center all have affirmative action plans and are equal opportunity employers. Consideration for hiring future project staff will be given to eligible and qualified senior citizens.

11&12 Administration and Training:

A copy of our organization chart is attached (see A-2).

Consultative services will be provided by staff of the Department of Social Services. In the future, consultation and training may be secured through the Sacramento State Title XX program, Area 4, the State of California Health Training Center in Berkeley, and other educational institutions. Consultants will provide training and consultation. Consultation will be secured on a free basis and will not be a part of our grant funding.

13. Evaluation:

- a. Data will be collected and records will be kept sufficient to provide information for the Area 4 Agency on Aging Monthly Activity Reports/ Information & Referral. In addition, information will be kept on needs that cannot be met through the provision of information & referral services. These records will document the reasons for unmet needs (i.e., no program available, program available but person not eligible, program available but person lacks transportation, programs available but problems prevent use). It will further document the problems which prevent use at a particular program for each senior. We believe that this information will be helpful in a year's period of time in determining the needs for additional senior services in Yolo County.
- b. Data will be collected by persons providing I&R. It will be forwarded to the Department of Social Services where centralized reports and records will be prepared and distributed to the three I&R sites, Area 4, and other human service planners and providers.
- c. DSS will be responsible for in-house evaluation of the program.

14. Financial Management:

- a&b. Area 4 funds will be sent to Department of Social Services; DSS will provide payments, per our written agreements, on a monthly basis to the contractees, i.e., Woodland Senior Center, Davis Senior Center, Broderick Christian Center, upon receipt of verification that they have provided I&R services and submitted reports at the end of each month. Area 4 funds will be used to expand our programs and there will be no sur-planting of already existent funding.
- c. Non-Applicable.
- d. Non-Applicable.

DEPARTMENT OF SOCIAL SERVICES
1 Director John R. Vera

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES
ORGANIZATIONAL CHART 5/1/80

VETERANS SERVICE ADMINISTRATION
1 Veterans Service Officer
1 Veterans Service Assistant II
1 Receptionist III

SECRETARY
1 Receptionist III

INCOME MAINTENANCE DIVISION
1 Program Manager I

STAFF ASSISTANT I
1 Social Worker III

STAFF ASSISTANT I

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

1 Social Worker III
1 Social Worker III

ADMINISTRATIVE SERVICES DIVISION
1 Program Manager I

SPECIAL SERVICES BRANCH

1 Staff Services Manager I
2 Investigators
1 Disability Worker III
1 Rehabilitation Worker II/III

FINANCIAL MANAGEMENT BRANCH

1 Chief Fiscal Supervisor
1 Account Clerk III
1 Account Clerk III
1 Fiscal Clerk III/II
1 Collection Assistant

FISCAL MANAGEMENT WITH SUPPORT BRANCH

1 Supervising Account Clerk II

FOOD WELFARE & FOOD CLOTHING SECTION

1 Supervising Account Clerk I
1 Program Clerk III
1 Food Clerk III/II
1 Food Clerk III/II

FISCAL ACCOUNTING SECTION

1 Supervising Account Clerk I
1 Program Clerk III
1 Food Clerk III/II
1 Food Clerk III/II

FOOD & CLOTHING SUPPORT SECTION

1 Supervising Account Clerk I
1 Program Clerk III
1 Food Clerk III/II
1 Food Clerk III/II

FOOD & CLOTHING SUPPORT SECTION

1 Supervising Account Clerk I
1 Program Clerk III
1 Food Clerk III/II
1 Food Clerk III/II

PROCESING & REGISTRATION BRANCH

1 Staff Services Manager I
2 Program Clerk III/II

DATA SYSTEMS BRANCH

1 Supervising Data Prog. Coord.

DATA CONTROL SECTION

1 Account Clerk III
1 Account Clerk III

DATA ENTRY SECTION

2 Key Punch Operators

ADMINISTRATIVE SUPPORT BRANCH

(STAFF DEVELOPMENT)

1 Staff Services Manager I

RESEARCH & EVALUATION SECTION

1 Account Clerk III
1 Account Clerk III/II

PLANNING & FINANCIAL SECTION

1 General Clerk III

STAFF & SUPPORT SECTION

1 Clerk Clerk

SOCIAL SERVICES DIVISION
Del Zeiger
1 Program Manager I

CHILD PLACEMENT SECTION

1 Social Work Supervisor II
1 Social Worker III
1 Social Worker III (Counselor)
1 Social Worker III
1 Social Worker III/II
1 Social Worker III/II

ADULT AND ELDERLY SERVICES UNIT

1 Social Work Supervisor II
1 Social Worker III
1 Social Worker III/II
1 Social Worker III/II
1 Social Worker III/II

ADULT PROTECTIVE SERVICES UNIT

1 Social Work Supervisor I
1 Social Worker III
1 Social Worker III/II

DEVELOPMENTAL UNIT

1 Supervisor Supervisor
1 Social Worker III
1 Social Worker III/II

IRS Unit

1 SWS I

Volunteers

Management Intern(s)

1 2 3 4

Contract Providers

1. Broderick Christian Center - P. German
2. City of Davis Senior Center- P. Moir
3. City of Woodland Senior Center-D. Salas

* Position Vacant - to be filled

SENIOR INFORMATION AND REFERRAL

TELEPHONE LISTINGS

Senior Information and Referral for Yolo County

East Yolo including Broderick, Bryte, West Sacramento and
Clarksburg:

Broderick Christian Center	372-0200
110 - 6th Street	
Broderick, Ca.	

Davis:

Davis Senior Center	758-3070
630 Second St.	
Davis, Ca.	

Woodland:

Woodland Senior Center	662-0698
------------------------	----------

Other areas in Yolo County call collect 666-8491
and ask for Senior Information and Referral
Services.

AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section V. PROJECT OBJECTIVE AND ACTIVITY TIME CHART

03

TRANSPORTATION

PROJECT TITLE: INFORMATION & REFERRAL & TRANSPORTATION DATE 7/1/80

END 6/30/81

OBJECTIVES AND ACTIVITIES	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL
	1	2	3	1	2	3	1	2	3	1	2	3	
I Provision of Information & Referral Service													
Total	580	580	580	580	580	580	580	580	580	580	580	580	6960
A. Broderick Christian Center	250	250	250	250	250	250	250	250	250	250	250	250	3000
B. City of Davis Senior Center	100	100	100	100	100	100	100	100	100	100	100	100	1200
C. City of Woodland Senior Center	180	180	180	180	180	180	180	180	180	180	180	180	2160
D. Yolo County Department of Social Services	50	50	50	50	50	50	50	50	50	50	50	50	600
II Provision of Information on Unmet Senior Needs to Area 4 Agency on Aging, The Yolo County Commission on Aging, The Yolo County Department of Social Services and other Provider Agencies & Planning bodies													
Total	58	58	58	58	58	58	58	58	58	58	58	58	696
A. Broderick Christian Center	25	25	25	25	25	25	25	25	25	25	25	25	300
B. City of Davis Senior Center	10	10	10	10	10	10	10	10	10	10	10	10	120
C. City of Woodland Senior Center	18	18	18	18	18	18	18	18	18	18	18	18	216
D. Yolo County Department of Social Services	5	5	5	5	5	5	5	5	5	5	5	5	60
II Provision of Transportation Services City of Winters	22	23	22	23	22	23	22	23	22	23	22	23	270 trips

AREA 4 3.21.80

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

From: 7/1/80

To: 6/30/81

Service/Program: Senior Transportation
Winters

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

I. BUDGET CATEGORY (1)	TITLE III			C A S H		IN-KIND		USDA (9)	Project Income (10)	Total Proj. Costs (11)
	Adminis- trative Costs (2)	Service Costs (3)	Renovation Acquisition Constructn Costs (4)	Match (5)	Non- Match (6)	Match (7)	Non- Match (8)			
1. Salaries & Wages										
2. In-Kind Personnel										
3. Payroll Taxes										
4. Employee Benefits										
5. Consultant/Legal										
6. Travel & Training										
7. Equipment Totals										
a. Expend. Equip.										
b. Non-Expend. Equip.										
c. Rented/Leased Equip.										
8. Food Costs Catered Meals										
9. Purchased Raw Food										
10. Rent of Space										
11. Telephone & Utilities										
Mice/Janitorial										
13. Insurance										
14. Off. Supplies & Postage										
15. Other Supplies										
16. Printing										
17. Vehicle Cost Totals										
a. Vehicle Operation										
b. Maintenance										
c. Insurance										
18. Audit/Acct. Costs										
19. Membership/Subscrip										
20. Bonding/Taxes/Lic.										
21. Advertising										
22. Books/Publications										
23. Contract Services		1,609				179				1,788
24. Other Costs (List)										
25.										
26.										
27.										
II. Total Project Costs										1,788
III. Less: Project Income (Contributed)										0
IV. Project Net Costs										1,788
Less: Local Non-Federal Participation										179
VI. Less: USDA Participation										
VII. Funds Requested From Title III										1,609

078

From: 7/1/80

To: 6/30/81

Service/Program: Information & Referral

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

I. BUDGET CATEGORY (1)	TITLE III			C A S H		IN-KIND		USDA (9)	Project Income (10)	Total Proj. Costs (11)
	Adminis- trative Costs (2)	Service Costs (3)	Renovation Acquisition Constructn Costs (4)	Match (5)	Non- Match (6)	Match (7)	Non- Match (8)			
1. Salaries & Wages										
2. In-Kind Personnel										
3. Payroll Taxes										
4. Employee Benefits										
5. Consultant/Legal										
6. Travel & Training										
7. Equipment Totals										
a. Expend. Equip.										
b. Non-Expend. Equip.										
c. Rented/Leased Equip.										
8. Food Costs										
Catered Meals										
9. Purchased Raw Food										
10. Rent of Space										
11. Telephone & Utilities										
Mtc/Janitorial										
12. Insurance										
14. Off. Supplies & Postage										
15. Other Supplies										
16. Printing										
17. Vehicle Cost Totals										
a. Vehicle Operation										
b. Maintenance										
c. Insurance										
18. Audit/Acct. Costs										
19. Membership/Subscribt										
20. Bonding/Taxes/Lics.										
21. Advertising										
22. Books/Publications										
23. Contract Services		22,815				2,535				25,350
24. Other Costs (List)										
25.										
26.										
27.										
II. Total Project Costs										25,350
III. Less: Project Income (Contributns)										0
IV. Project Net Costs										25,350
Less: Local Non-Federal Participation										2,535
VI. Less: USDA Participation										0
VII. Funds Requested From Title III										22,815

N/A

[illegible]

N/A

Area 4 Agency on Aging SUMMARY BUDGET	Total Project Costs (3)	PROJECT COST					FUNDING SOURCE					
		Social Services/Nutrition					Requested Title III Share (9)	Cash Match (10)	USDA & Cash Non-Match (11)	Proj. Income (12)	IN - KIND	
		(4)	(5)	(6)	(7)	(8)	Match (13)	Non-Match (14)				
(1)												
1.2 Payroll Taxes & Employee Benefits												
FICA												
SUI												
Total Payroll Taxes												
Dental												
Health												
Life												
Retirement												
Worker's Compensation												
Total Employee Benefits												
1.3 Consultant/Legal Services (Identify)												
Total Consultant/Legal Services												
2.1 Travel & Training												
(12 months x ____ miles x ____ c)												
Conference and Conventions												
Staff Training (Attached List)												
Volunteer Travel Reimbursement												
Total Staff Travel & Training												

Area 4 Agency on Aging SUMMARY BUDGET	Total Project Costs (3)	PROJECT COST					FUNDING SOURCE					
		Social Services/Nutrition					Requested Title III Share (9)	Cash Match (10)	USDA & Cash Non-Match (11)	Proj. Income (12)	IN - KIND	
		I & R TRANSPORTATION									Match (13)	Non-Match (14)
		(4)	(5)	(6)	(7)	(8)						
2.2 Equipment (1)												
Total Equipment												
2.3 Food Costs												
Catered Meals												
Purchased Raw Food												
Total Food Costs												
2.4 Space Costs												
Rent of Space												
Telephone												
Utilities												
Maintenance/Janitorial Services												
Insurance												
Total Space Costs												
2.5 Supplies												
Office Supplies & Postage												
Other - (Identify)												
Total Supplies												
2.6 Printing												
Inside Printing												
Contract Printing (Identify)												
Total Printing Costs												

Area 4 Agency on Aging SUMMARY BUDGET	Total Project Costs (3)	PROJECT COST					FUNDING SOURCE						
		Social Services/Nutrition					Requested Title III Share (9)	Cash Match (10)	USDA & Cash Non-Match (11)	Proj. Income (12)	IN-KIND		
		(4)	(5)	(6)	(7)	(8)					Match (13)	Non-Match (14)	
(I)													
2.7 Vehicle Costs													
Total Vehicle Costs													
2.8 Other Costs													
Audit													
Accounting Services													
Bonding													
Membership & Subscriptions													
Taxes & Licenses													
Advertising													
Books & Publications													
2.9 CONTRACT SERVICES (Identify & Enclose Contract(s))													
Broderick Christian Center	8,450	8,450					7,605					845	
City of Woodland Senior Center	8,450	8,450					7,605					845	
City of Davis Senior Center	8,450	8,450					7,605					845	
Winters Transportation	1,788		1,788				1,609					179	
Total Contract Services	27,138	25,350	1,788				24,424					2714	
TOTAL BUDGET	27,138	25,350	1,788				24,424					2714	

CALCULATION OF GRANT AWARD

TOTAL BUDGET	\$ 27,138
LESS: PROJECT INCOME	\$ 0
LESS: CONTRIBUTIONS, NON-MATCHING	\$ 0
PROJECT COSTS TO BE MATCHED	\$ 27,138
LESS: CONTRIBUTIONS, MATCHING	\$ 2,714
TITLE III GRANT AWARD	\$ 24,424

20

03

SCHEDULE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES	\$
	None
SUB-TOTAL	\$ 0
B. IN-KIND RESOURCES	\$
1. Broderick Christian Center Volunteer I&R Aide	845.00
2. Davis Senior Center Volunteer I&R Aide	845.00
3. Woodland Senior Center Volunteer I&R Aide	845.00
4. City of Winters Volunteer Escort/Driver	179.00
SUB-TOTAL	\$ 2,714.00
TOTAL	\$ 2,714.00

Form 4-15

AREA 4 AGENCY ON AGING
APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section VII DOCUMENT CHECKLIST

APPLICANT AGENCY Yolo County Department of Social Services DATE 5-5-80

PROJECT TITLE: Information & Referral & Transportation

The applicant certifies that the following documents are available. Upon request they will be produced within three (3) working days. The applicant acknowledges that failure to produce requested document within the time limits may result in program funds being withdrawn, reallocated, or delayed.

Check those documents which are available and on file in your agency office.

ITEM	DATE
☐ Articles of Incorporation	NA
☒ Agency By-Laws	Effective 7-1-80 & Co
☒ Membership list of present Governing Board	"
☒ Membership of Project Advisory Body	"
☐ IRS Status Certification	NA
☒ Latest Agency Financial Audit	Effective 7-1-80 & Co
☒ Current Financial Statement	"
☒ Affirmative Action Policy	"
☒ Affirmative Action Plan	"
☒ Agency Policies and Procedures (including Personnel Policies)	"
☒ Complete project inventory	"
☒ Contract Between the Area 4 Agency on Aging and your project	"
☒ Agreement for Consultant Services	"
☒ Lease or space rental agreements	"
☒ Training Plan for project employees and volunteers	"
☒ Resume for Project Director	"
☒ Job Description for all OAA funded positions and program volunteers	"
☐ Written procedures for handling donations	NA
☐ Three month certified menu	NA
☒ Current safety and health inspection certificates	Effective 7-1-80 & Co
☒ Annual Fire Inspection Report	"

Section VIII. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY
UPON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under the comprehensive Older Americans Act Amendments of 1978, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The

(applicant agency)
understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with the Older Americans Act Amendment of 1978; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.
3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.
6. Agrees to actively seek qualified older persons for paid positions on the project.
7. Agrees to make provision for volunteer opportunities for older persons whenever possible.
8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.
11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all money received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be commingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA.

12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a government agency, audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30 days after termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30 days after the termination of the contract. Audit costs will be included in the total project costs reflected on the enclosed budget.
13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached (page 28). Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these or any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.
14. Receipt of Title III-B and C funding from the A4AA will be acknowledged in the news media and other sources when referring to the services, material and/or equipment provided under this agreement.

(The following provisions apply to multipurpose senior center requests.)

15. Agrees to comply with all applicable state and local health, fire, safety, building, zoning and sanitation laws, ordinances or codes, with special regard to the provisions of the National Fire Protection Association 101 Life Safety Code.
16. Assures that any facility funded under this award begin operation as a multipurpose senior center by December 3, 1980.
17. (For applicants acquiring a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least ten years from the date of acquisition.
18. (For applicants constructing a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least twenty years after completion of construction.
19. Agrees to comply with the requirements of the Davis-Bacon Act and other mandatory Federal labor standards.
20. Assures that plans and specifications for the facility comply with regulations relating to minimum standards of construction, particularly with the requirements of the Architectural Barriers Act of 1968.
21. Assures that the requirements set forth in Section 504 of the Rehabilitation Act of 1973 and DHEW regulations (45 CFR, Part 84) and guidelines are met.
22. Agrees to meet the conditions of approval relative to flood disaster protection outlined in Attachment A, "Conditions for Approval of Senior Center Facilities Located in Flood Prone Areas".

Section XI. ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH,
EDUCATION AND WELFARE REGULATIONS UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

Yolo County Department of Social Services

(hereinafter

(Name of Grantee or Contractor)

called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from Area 4 Agency or Aging, a

(Name of Area Agency)

recipient of Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

Dated _____

(Recipient of Award)

By _____

(President, Chairman of Board, or
comparable authorized official)

(Recipient's mailing address) _____

Chairman, Yolo County Board of Supervisors

Title _____

D78

STATEMENT OF OBJECTIVES

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

INFORMATION AND REFERRAL PROGRAM

To provide 6360 individuals and 432 agencies/organizations information with respect to services and activities available to older persons; to make 320 referral linkages for persons needing these services; and to follow up on 676 transactions to insure that proper services were received.

Services will be provided on a countywide basis via I&R sites located at the Woodland Senior Center, Davis Senior Center, Broderick Christian Center, and Department of Social Services. Bi-lingual capacity and 24-hour access will be available in this network. The program will gather information on unmet senior needs on a monthly basis and transmit this data to relevant agencies/organizations. Each site will be staffed by at least one full-time I&R worker.

To provide 270 rides to medical facilities via Woodland, Davis, and Sacramento to seniors residing in Winters. Services will be provided via an agency vehicle driven by volunteers.

SEP 9 1980

FILED
CLERK
COUNTY

BK

AGREEMENT NO. 80-261

(Agreement for Information and Referral Services for Older Americans)

THIS AGREEMENT, executed this 9th day of September, 1980,

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the City of Davis, Senior Center, 630 Second Street, Davis, CA.

WITNESSETH:

RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), which is attached hereto, by the Planning Council, Area 4 Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with existing non-profit or city agency which now provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation or city agency which now does provide services to older Americans in Yolo County and that it is able to provide the services which is the subject of this agreement.

AGREEMENT:

1. City of Davis agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

City of Davis

2. TERM: The term of this agreement shall be for no longer than one year beginning July 1, 1980 and ending June 30, 1981.

1 3. SERVICES PROVIDED: AGENCY agrees to perform the services specified
2 in grant and contract for COUNTY, in accordance with the terms of this
3 agreement.

4 4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees

5 a) Payments made pursuant to this agreement are to be expended
6 for purposes set forth herein in contract and grant and for no other purpose,
7 and in strict compliance with all applicable laws, regulations, policies and
8 procedures of the COUNTY, State of California, and the Administration on
9 Aging of the United State Department of Health, Education and Welfare.

10 b) AGENCY agrees to execute and abide by the assurance of com-
11 pliance with the Civil Rights Act of 1964, (Exhibit A) attached hereto and
12 incorporated herein by this reference.

13 c) AGENCY agrees that payments by COUNTY may be terminated at
14 any time for violations of any terms, conditions, or requirements of this
15 agreement. If AGENCY fails to meet Performance Standards as determined by
16 Agency on Aging, COUNTY has right to terminate.

17 d) AGENCY further agrees to comply with all Federal, State and
18 local laws and regulations relevant to the operation conducted by AGENCY and
19 to keep in effect any and all Federal, State or local licenses, permits,
20 notices and certificates that are required for the operation of AGENCY.

21 e) AGENCY agrees to comply with all applicable laws relating to
22 wages, hours of employment and occupational safety.

23 f) If AGENCY acquires assets with any Federal funds, AGENCY
24 agrees to comply with all applicable Federal laws, rules and procedures
25 relating to the acquisition, retention and disposition of said assets.

26 5. INSURANCE AND INDEMNITY: AGENCY agrees

27 a) AGENCY shall procure and maintain comprehensive personal
28 injury and property damage liability insurance for any damages caused by

1 vehicle used in AGENCY'S service operation, with policy limits of at least
2 \$300,000 for injury or death of one person in any one accident; \$500,000
3 for injury or death of two or more persons in any one accident; and \$100,000
4 for property damage in any one accident. Said insurance specifically shall
5 designate COUNTY as an insured for all purposes.

6 b) AGENCY agrees to provide COUNTY with certificates of insurance
7 as aforesaid to demonstrate that it has procured the required insurance.
8 AGENCY hereby represents that the following information accurately identifies
9 and describes the liability insurance:

10 INSURANCE:

- 11 1. Name of Insurance Carrier: Yolo County Public Agency Risk
12 Management Insurance Authority
- 13 2. Description of Policy: Comprehensive General Liability
- 14 3. Limits of Policy: \$20,000,000
- 15 4. Effective dates of policy: March 1, 1980
- 16 5. Name and Address of Agent: Mike McAuliffe, Kine & McAuliffe
17 601 Montgomery Street, Suite 1100, San Francisco, CA 94111

18 Furthermore, AGENCY agrees to provide COUNTY with any
19 necessary permission required by the Liability Insurance Carrier to enable the
20 insurance carrier to promptly notify COUNTY directly in the event that such
21 liability insurance is cancelled, terminated, or modified.

22 c) INDEMNIFICATION: AGENCY agrees to indemnify, defend and
23 hold harmless COUNTY, Area 4 Agency on Aging, the State of California, and
24 their officers, agents and employees from any and all claims or losses
25 resulting from the performance of this agreement by AGENCY, including both
26 claims for any personal injury or property damage, and claims for any breach
27 of contract with AGENCY. AGENCY shall be and COUNTY shall not be, liable for
28 all labor and any other expenses incurred by AGENCY in providing services
pursuant to this agreement, and shall assume any and all responsibility for

1 loss or damage resulting from the performance of this agreement by AGENCY.
2 In the event that any claim is filed against AGENCY by any person or firm,
3 for any damage arising out of the performance of this agreement, AGENCY agrees
4 promptly to notify COUNTY of the fact.

5 d) RELATIONSHIP OF PARTIES: AGENCY is, and shall be, construed
6 to be an independent contractor of COUNTY, and not an agent of COUNTY. No
7 officer, employee, agent or contractor of AGENCY is, nor shall they be
8 construed to be, an officer, agent or employee of COUNTY, of the Area 4 Agency
9 on Aging, of the Federal Government, or the State of California, for any
10 purpose.

11 7. REQUIRED RECORDS: AGENCY agrees

12 a) To provide monthly reports to COUNTY, with regard to AGENCY'S
13 activities, specifically designating the activities, referrals and unmet needs
14 prior to the release of any funds by COUNTY to AGENCY.

15 b) AGENCY agrees to place all money received from COUNTY in a
16 separate account, and not to commingle said funds with funds received from
17 any other source or pursuant to any other agreement, and to expend the same
18 solely for the purpose set forth in this agreement.

19 c) AGENCY shall keep sufficiently detailed records bearing upon
20 service operations performed by AGENCY to allow COUNTY, or other authorized
21 personnel to determine compliance by AGENCY with all applicable laws and
22 regulations. Said records shall be maintained in the AGENCY project site,
23 or at the appropriate agency of the State of California. Said records shall
24 be maintained for no less than three (3) years from the termination of this
25 agreement. COUNTY, representatives from the Area 4 Agency on Aging, or other
26 representatives or auditors of the U. S. Department of Health, Education and
27 Welfare, shall be granted access to such records upon request.
28

1 d) AGENCY furthermore shall submit monthly reports detailing any
2 in kind contribution received by AGENCY for its Information & Referral program
3 component, said records shall be submitted monthly to COUNTY, and shall be
4 sufficiently detailed to enable COUNTY to ascertain compliance with all
5 conditions set forth herein, and the budget submitted by AGENCY and attached
6 hereto as Exhibit C and incorporated herein by this reference.

7 e) AGENCY will, within thirty (30) days from the close of the
8 project year, provide COUNTY with an audit pursuant to guidelines established
9 by Area 4 Agency on Aging. The audit to be performed by an independent
10 auditor as selected by AGENCY or by the Office of the Auditor-Controller of
11 YOLO COUNTY. The General Accounting Office of the State of California, and
12 COUNTY'S auditor, upon request shall have access to all such records for
13 purposes of audit or review. Authorized representatives of COUNTY, Area 4
14 Agency on Aging, the California State Office on Aging, and the U. S. Department
15 of Health, Education and Welfare shall have the right to conduct on site
16 administrative reviews of the service operation provided by AGENCY and all
17 records relevant to this agreement.

18 8. PAYMENTS: Upon submission of the aforesaid written report in
19 Paragraph 7. a. and its county-signature indicating approval by the Program
20 Supervisor, COUNTY shall pay to AGENCY funds earned to date. Payment based
21 on reimbursement of actual expenditure of AGENCY. In no event shall the
22 funds paid by COUNTY to AGENCY exceed the sum of \$7,605 which are the
23 maximum total funds available under this agreement. In no event will any
24 claim by AGENCY against COUNTY be paid for expenses incurred after
25 June 30, 1981. COUNTY shall make the aforesaid payment to AGENCY monthly
26 within 30 days of presentation of valid claim. The final claim must be
27 submitted prior to July 31, 1981.

28 9. DISPOSITION OF CAPITAL ASSETS: No capital assets will be purchased
through these contract funds.

1 10. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall
2 be comparable to the prevailing salaries for similar work in the location of
3 the service. AGENCY further agrees that funds granted through this agreement
4 will be used for program expansion and not used to replace or surplant
5 existent funding.

6 11. AGENCY agrees to maintain a management office and headquarters for
7 the operations of AGENCY'S services at the address stated above as the address
8 of AGENCY.

9 12. There shall be one full time person at the AGENCY site clearly
10 designated as I&R staff.

11 13. TERMINATION:

12 a) COUNTY may terminate this agreement and be relieved of the
13 payment of any consideration then due to AGENCY should AGENCY fail to perform
14 any covenant herein contained at the time and in the manner herein provided.
15 Each of the listed provisions of this agreement is and shall be construed to
16 be both an independent covenant, and a condition, breach of any of which
17 giving the COUNTY the right to terminate this agreement upon two weeks
18 written notice to AGENCY. In the event of such termination, COUNTY may
19 proceed with the services herein agreed to be performed by AGENCY, and to
20 deduct the costs to COUNTY from any sum then due AGENCY under this agreement.

21 b) Either party may terminate this agreement at any time by
22 giving the other party two weeks written notice of said termination.

23 14. ASSIGNABILITY: Neither the whole nor any part of this agreement is
24 assignable to any person or firm without prior written authorization of COUNTY
25 obtained.

26 15. This writing embodies the total agreement of the parties hereto,
27 and shall supersede any other agreement, written or oral, prior to or con-
28 temporaneous with the execution of this agreement. No alteration, modi-
fication, or deletion of this agreement shall be effective unless written and

1 executed by the parties hereto or their successors in office.

2 16. AGENCY agrees that it understands that conditions of the agreements
3 between the A'lea 4 Agency on Aging and the California State Office of Aging,
4 for Fiscal Year 1980/81 and further agrees that all conditions contained in
5 the aforesaid contract are applicable to this agreement.

6 17. It shall be a continuing responsibility of the COUNTY to determine
7 how stated program goals are being met; to review fiscal and service data
8 relating to the performance by AGENCY of this agreement; and to make specific
9 recommendations to AGENCY staff flowing from monitoring visits. Such reviews
10 shall take place no less than monthly and with clear understanding as to the
11 time and purpose of such monitoring visits.

12 18. It is hereby mutually agreed and AGENCY hereby expressly acknowledges
13 that an express condition precedent to the COUNTY'S duty to pay any funds
14 pursuant to this agreement is the receipt by COUNTY from Area 4 Agency on Aging
15 of the proportional share of COUNTY'S grant funds which are designated for
16 payment to AGENCY. In the event of a reduction in COUNTY'S grant funds,
17 COUNTY'S obligation to pay shall be reduced in the same amount as the
18 reduction of said grant funds, and AGENCY'S duty to perform shall be reduced
19 in a like proportion.
20
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1 IN WITNESS WHEREOF, the parties hereto have executed this agreement
2 this 9th day of September, 1980.

3
4 COUNTY OF YOLO, a political subdivision
of the State of California

5
6 BY Amyle J. Thomson
CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO

8
9
10 CITY OF DAVIS, a municipal corporation
11 incorporated under the laws of the State
of California

12
13 BY Howard P. Ruiz F. Manager
14 President, Chairman of the Board or
comparable authorized official

15 (CORPORATE SEAL)

16 ATTEST:

17 PETER McNAMEE, CLERK

18
19 BY Jan Orser, DEPUTY
20 (SEAL)

21
22 Attachments to this Agreement:

23 Exhibit A - Assurance of Compliance

24 Exhibit B - Performance Standards for Agency

25 Exhibit C - Budget for Agency

26
27 APPROVED AS TO FORM
28 CHARLES B. NACK
COUNTY COUNSEL

BY Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

EXHIBIT A

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH,
EDUCATION AND WELFARE REGULATIONS UNDER TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

The City of Davis, (hereinafter called the "Subgrantee")
(Name of Subgrantee of Secondary Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from County of Yolo, a recipient of Federal financial assistance from
(Name of Grantor)

the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED: 7-17-80

City of Davis
(Subgrantee)

BY Howard L. Davis
(President, Chairman of Board, or comparable authorized official)

225 F 54
Davis, Co 95616
(Recipient's mailing address)

TITLE: City Manager

EXHIBIT B

PERFORMANCE STANDARDS FOR SUB-GRANTEE

<u>Performance Criteria</u> <u>Information & Referral</u>	<u>Monthly</u>	<u>Cumulative</u>
1. Planned number of information transactions with individuals	100	1,200
2. Planned number of information transactions with agencies/ organizations	10	120
3. Planned number of information transactions total	110	1,320
4. Planned number of referral transactions	20	240
5. Planned number of follow-up transactions	5	60

EXHIBIT CBUDGET FOR AGENCY

<u>Item</u>	<u>Amount</u>
I. Personnel: Part-time I&R Coordinator	
Total Salary & Benefits	\$7,500
Salary & Benefits	
Salary	\$6,944
FICA	479
Workman's Compensation	32
Unemployment	<u>45</u>
	\$7,500
II. Other	
Advertisement	55
Supplies, etc.	<u>50</u>
	\$7,605
In Kind Services	<u>761</u>
	\$8,366

03

AND

A. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):

120 West Main Street, Woodland, CA 95695

666-8491

- B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964 dated January 18, 1965 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) applies to this application.

- C. Maximum total funds available for this project: \$ 24,424
 (Title IIIB: \$ 24,424) (Title IIIC-1: \$)
 (Title IIIC-2: \$) (U.S.D.A. : \$)

- D. The term of this AGREEMENT is from July 1, 1980 to June 30, 1981, subject, however to earlier termination as provided herein.

- E. No expenditure or obligations may be incurred after June 30, 1981

- F. Addresses of Project Sites: (attach list if more than three)
See attached.

- G. Application # and Program Title: 155-6 Information & Referral

- H. Name of Insurance Carrier: See attached.

Description of Policy:

Effective Dates of Policy:

Name and Address of Agent:

Attachment to A4AA

Line F

Yolo County DSS
120 W. Main Street
Woodland, Ca. 95695

Davis Senior Center
630 - 2nd Street
Davis, Ca. 95616

Woodland Senior Center
439 - 2nd Street
Woodland, Ca. 95695

Broderick Christian Center
110 - 6th Street
Broderick, Ca. 95605

City of Winters
City Hall
Winters, Ca. 95694

Line H

Self-Insured in Concert with a Joint Powers Fund Pool made up of several Governmental Agencies Limit of Liability after Application of a \$5,000 deductible is \$250,000

Excess limits carried from \$250,000 to \$20,000,000 with Pine Top Insurance Company

Policy # 19 CP 10 16 32
Effective 3-1-80 to 3-1-81

Contact Person: Burr Shafer
P.O. Box 531
Woodland, Ca. 95695

(Telephone (916) 666-8491)

SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such times stated on line F above. Project sites, services provided, and provisions for service delivery may be revised from those stated in this agreement only as agreed upon by SERVICE PROVIDER and A4AA. 026

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Older Americans Act funds will not be used to replace or supplant ongoing programs or personnel.

b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Older Americans Act projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Older Americans Act programs will be purchased only if it cannot be secured from other Older Americans Act programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workmen's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any accident; and \$100,000 for property damage in any one accident. Additionally, SERVICE PROVIDER shall procure and maintain comprehensive general liability insurance in the amount of \$500,000 limit per occurrence for bodily injury and property damage liability combines for all other phases of operation.

- a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that required insurance coverages have been procured.
- b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit to A4AA monthly reports of expenditures in accordance with due dates established by A4AA. Reports shall be submitted on forms provided by A4AA.

9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

- a. SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identity of individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the Service Provider and who job responsibility requires access to this information. This limitation does not apply to employees of HEW, AoA, CDA, or A4AA or their designees.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in the case of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

- J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

- K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

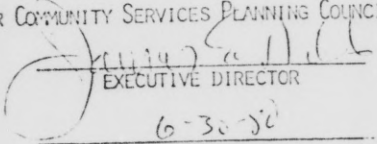
- L. No later than one-hundred eighty (180) days prior, and again at ninety (90) days prior to the ending date of this contract, subgrantee shall provide A4AA with the estimated amount of Older Americans Act funds which will remain unexpended at the ending date of this contract. 20

Upon notification by subgrantee that Older Americans Act funds will remain unexpended, A4AA at its option, will request and receive from the subgrantee, release of Older Americans Act funds in an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. A4AA shall be reasonable in its request for funds and the subgrantee shall not unreasonably withhold permission for release of funds.

A4AA retains all rights to reprogram released funds into other programs, projects, or activities contained in the approved Area Plan.

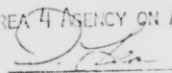
- M. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.
- N. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by all parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- O. All conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, for FY 1981 shall cover this contract.
- P. Implementation of this contract, in whole or in part, is contingent upon approval of the CSPC/A4AA Area Plan for FY 1981, and related spending authority by the California Department of Aging. In the absence of such approval and authorization, CSPC/A4AA and the SERVICE PROVIDER are relieved off all obligations contained herein.

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC


EXECUTIVE DIRECTOR

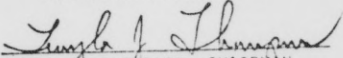
6-30-80
DATE

FOR AREA 4 AGENCY ON AGING


DIRECTOR

6-30-80
DATE

FOR SERVICE PROVIDER


TWYLA D. THOMPSON, CHAIRMAN
BOARD OF SUPERVISORS
P. O. Box 1098
Woodland, TITLE
CA 95695

6/24/80
DATE

ATTACHMENTS TO THIS AGREEMENT:

- A. Grant Application
- B. Statement of Objectives

Section 1. APPLICATION FOR OLDER AMERICANS ACT FUNDING

1. Applicant Agency: Yolo County Dept. of Soc. Svcs.

Address: 120 West Main Street, Woodland, CA 95695

Phone: (916) 666-8491

zip

Contact Person: Delbert Zeiger

Title: Social Services Program Manager

2. Type of Agency:

Private non-profit ☐

Private for profit ☐

School District ☐

Government ☒

Other ☐

3. Brief description of project(s)

Program Services

☐ Senior Center

☐ Nutrition

☐ Congregate

☐ Home Delivered

☒ Social Services
(please list)

4. Type of Application

New ☐

Continuation ☒

Revision ☒

Supplement ☐

5. Project duration

12 months

Start 7-1-80

End 6-30-81

7. Geographic project service area (Be specific)

6. Estimated number persons to be served 6,000

2,000 unduplicated

8. This is the year of operation for this project.

9. This application is being sent to the following funding sources for consideration:

☒ Area 4 Agency on Aging

☐ City

☐ Sacramento Area Economic Opportunity Council

☐ ACTION

☐ United Way

☐ Manpower (CETA)

☐ Other (Please specify)

☐ Regional Criminal Justice

☐ County Revenue Sharing

☐ County Department
(Please specify)

10. Total Project Costs

	Current Year	This Proposal
Older Americans Act	35,568	24,424
Other Federal (Please list)	-	
State	-	
County	-	
City	-	
United Way	-	
Other	-	
United Community Fund	750	N/A
Other Fed. - Am. Con-	3,200	2,714
In-Kind	3,200	2,714
TOTAL	39,508	27,138

10a. Budget Summary

Older Americans Act Funds

Requested \$ 24,424

Non-Federal Match 2,714

Other (funds)

Total Project Cost 27,138

10b. Payee: Enter Name & Title & Address to Whom Checks are to be mailed.

Name: County of Yolo

Title: Att. BurrShafer CFS

Address: P.O. Box 531

Woodland

CA. 95695

Zip

This application has been duly authorized for submittal by the governing body of the applicant agency.

Lynda J. Thompson

Chairman, Board of Supervisors

5-13-80

AREA 4 AGENCY ON AGING
APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section III. OTHER PROGRAM/PROJECT HISTORY

PROJECT TITLE Information & Referral & Transportation DATE 4-28-80

PROGRAM/PROJECT TITLE (List all Titles of Programs and projects specifically addressing needs of older persons.)	FUNDING SOURCE (Refer to partial listing at bottom of page.)	Amount		
		CY77	CY78	1-79 thru 6-80 CY79
Information - Referral & Transportation	Area 4 Agency on Aging			35,556

Section III. OTHER PENDING APPLICATIONS

PROGRAM/PROJECT TITLE & PURPOSE (brief summary of Pending Requests for programs/projects addressing needs of older persons)	Funding Source (Note: Public and/or Private)	Amount of Funds Requested
None		

Please specify funding source by name. The following list is provided for reference; however, it is not exhaustive and other sources should be included.

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> Area 4 Agency on Aging SVETA/Title I SVETA-CYP CETA Title II (City) CETA Title VI (County) CETA Title II (County) CETA Title VI (County) County Contributions (Gen'l Fund) City Contributions (Gen'l Fund) Community Development Block Grant County Revenue Sharing | <ul style="list-style-type: none"> City Revenue Sharing Office of Criminal Justice Region D-Criminal Justice United Way Federal Department-HEW Federal (Other) County Mental Health County Drug Abuse County Alcoholism State Department Health State CETA - 40 | <ul style="list-style-type: none"> Sacramento Area Economic Opportunity Council Federal Department (Please list) <hr/> <ul style="list-style-type: none"> State (Other) (Please List) <hr/> |
|---|--|---|

AA/AA/06.171.50

AREA 4 AGENCY ON AGING APPLICATION FOR OLDER AMERICANS ACT FUNDING,
SECTION IV PROJECT NARRATIVE

A. APPLICANT AGENCY BACKGROUND

1. The Yolo County Department of Social Services is one of 58 county social services departments in the State of California delegated by the State Department of Social Services to administer Title XX social services programs for citizens of California.

In fiscal year 1979/80 we were granted in excess of \$600,000 in federal and county matching funds to provide Title XX social services to approximately 7,000 people. Approximately 20% of the persons we served in our Title XX program were senior citizens. A majority of these seniors were served through our In-Home Supportive Service and Adult Protective Services programs.

2. Organizational Chart: (See attached).

B. PROJECT INFORMATION

1. Problem Statements:

- a. Yolo County has a population of 106,000 (1975 census). Of this, approximately 11,000 are elderly (over 60). The highest concentration of older adults live in the East Yolo area encompassing Broderick, Bryte and West Sacramento. We have significant numbers of low income and minority elderly in Yolo County. A large number of low income and minority elderly reside in the rural areas of Esparto, Winters, Broderick and Bryte. 15 to 19% of Woodland and Knights Landing elderly are below the poverty level. 20 to 25% are below the poverty level in East Yolo, Esparto and the Winters area.

Seniors in Yolo County have demonstrated the need for information and referral services. This is evident by the fact that in one three month period (September, October and November 1979), the I&R providers in Yolo County received over 1600 requests from seniors for information and referral services. The Area 4/Kellogg program studies in 1979 found that only 28% of our seniors were aware of the information and referral services that were available to them. The studies also found that almost 84% of our senior population was aware of our senior centers. We believe that co-location of the Older Americans Act I&R programs in our senior centers will dramatically increase the awareness, value, and utilization of I&R services by our seniors. This is also clearly the direction promulgated by the Older Americans Act, CDA, and Area 4.

This project will serve all of Yolo County, with sites located in the major senior centers in the three largest populated areas (Woodland, Davis and East Yolo). In addition, this department's I&R staff will accept collect telephone calls in our Woodland office from Winters, Esparto, the Capay Valley and other remote areas of Yolo County. We also plan to have department I&R staff provide I&R and outreach services to these areas.

2. Project Goals:

- a. Seniors in Yolo County as demonstrated by the 1979 Area 4/Kellogg study are not aware of the majority of community resources that are available

to them to help them preserve their independence and/or to improve the quality of their lives. The major goal of this project is to expand the awareness of seniors to resources and service which may be available to them and to assist them to gain access to these resources, to promote independent living, and to improve the quality of life.

- b. The barrier of lack of knowledge of available resources and how to gain access and use of these resources will be addressed in this project.

3. Project Objectives:

We have the objective of providing information and referral services to 2,000 seniors (on an average of three services to each senior during the 1980/81 fiscal year) with our telephone service and rapid access to adult protective services workers along with other professionals (i.e., public health and mental health) it is estimated that over 500 frail elderly persons will be served. We estimate that we will provide over 6,000 units of service. (Unit of service is defined as provision of information and/or a referral to a senior citizen that will assist the senior to utilizing the resource/service).

4. Project Activities:

- a. Information & Referral & Senior Transportation (Winters).
- b. Methods used to provide services will be direct face-to-face contact where information and referral are provided and telephone contact where information and referral are provided.
- c. Frail elderly will be encouraged to participate by adult protective services workers, mental health workers, public health nurses and in-home supportive services providers. Telephone and transportation services will be available to assist the frail elderly in their participation.
- d. Services will be provided at the Woodland Senior Center, Davis Senior Center, Broderick Christian Center and at the DSS office in Woodland, along with outreach services as described in B-1a.
- e. Start up activities have already occurred, consisting of negotiating contracts with the three senior centers.
- f. Services will be provided on a daily basis from 8:00 a.m. until 5:00 p.m. in all offices and by telephone.
- g. General office equipment is already available and need not be purchased.
- h. The senior centers are currently providing space for other activities, i.e., legal services, nutrition programs, health and other related services.

5. Physical Accessibility

- a. All sites are readily accessible by bus.
- b. All sites have other transportation programs available to seniors.
 - 1. The DSS office in Woodland is accessible by bus and the Woodland Community Care car.

2. The Davis Senior Center is 4 blocks from public transportation. In addition, it offers paratransit services and is funded to offer senior transportation services through Area 4.
3. The Broderick Christian Center is located on a bus line and provides its own escort/transportation services.
4. The Woodland Senior Citizens Center is within 4 blocks of a bus line. It also provides transportation and escort services through the Woodland Community Care Car.

c. Parking facilities are available at all sites.

d. Heating, lighting, cooling and ventilation of all facilities are adequate. These facilities, with the exception of the DSS office, are all currently being used as senior centers.

6. Program Accessibility:

The three senior centers currently are capable to provide services to the impaired, non-English speaking, blind and other special population groups. This is demonstrated by the current level of performance with these groups. DSS has Spanish speaking persons available to provide information and referral services, also is charged by the state to providing services to the blind. I&R personnel will be on duty at all sites from 8:00 a.m. to 5:00 p.m. on Mondays through Fridays. We will advertise our services in the Yolo County and Sacramento County telephone books. (Yellow pages as well as the white pages.)

7. Coordination:

This project will be a coordinated effort to provide a comprehensive program of I&R to seniors by Yolo County Department of Social Services, the City of Davis Senior Center, City of Woodland Senior Center, and the Broderick Christian Center. These agencies will coordinate their efforts by use of a common resource directory, joint planning, joint monthly training meetings, and a joint method of needs assessment.

In addition, both DSS and senior centers have excellent working relationships with Public Health, Mental Health, and the EOC Area 4/Nutrition Programs. The senior nutrition programs are co-located with our sites in Davis and Broderick. Legal services, preventive health services, recreational services, etc. have been available through all of our senior centers.

8. Senior Participation:

This project has been routinely reviewed and discussed on a regular basis over the last several months by our local Commission on Aging, which has provided input and will continue to do so. Monthly reports or reports as requested of our project will be made to the Commission.

9. Volunteers:

Volunteers will be recruited on an as needed basis. Selection of volunteers will be made based on the same criteria that is used for employees. Supervision of volunteers will be provided by the site coordinators. Volunteers will receive training equal to that of paid staff, dependent upon task assignments.

10. Affirmative Action Plan:

The County of Yolo, City of Davis, and the Broderick Christian Center all have affirmative action plans and are equal opportunity employers. Consideration for hiring future project staff will be given to eligible and qualified senior citizens.

11&12 Administration and Training:

A copy of our organization chart is attached (see A-2).

Consultative services will be provided by staff of the Department of Social Services. In the future, consultation and training may be secured through the Sacramento State Title XX program, Area 4, the State of California Health Training Center in Berkeley, and other educational institutions. Consultants will provide training and consultation. Consultation will be secured on a free basis and will not be a part of our grant funding.

13. Evaluation:

- a. Data will be collected and records will be kept sufficient to provide information for the Area 4 Agency on Aging Monthly Activity Reports/ Information & Referral. In addition, information will be kept on needs that cannot be met through the provision of information & referral services. These records will document the reasons for unmet needs (i.e., no program available, program available but person not eligible, program available but person lacks transportation, programs available but problems prevent use). It will further document the problems which prevent use at a particular program for each senior. We believe that this information will be helpful in a year's period of time in determining the needs for additional senior services in Yolo County.
- b. Data will be collected by persons providing I&R. It will be forwarded to the Department of Social Services where centralized reports and records will be prepared and distributed to the three I&R sites, Area 4, and other human service planners and providers.
- c. DSS will be responsible for in-house evaluation of the program.

14. Financial Management:

- a&b. Area 4 funds will be sent to Department of Social Services; DSS will provide payments, per our written agreements, on a monthly basis to the contractees, i.e., Woodland Senior Center, Davis Senior Center, Broderick Christian Center, upon receipt of verification that they have provided I&R services and submitted reports at the end of each month. Area 4 funds will be used to expand our programs and there will be no surplanting of already existent funding.
- c. Non-Applicable.
- d. Non-Applicable.

SENIOR INFORMATION AND REFERRAL

TELEPHONE LISTINGS

Senior Information and Referral for Yolo County

East Yolo including Broderick, Bryte, West Sacramento and
Clarksburg:

Broderick Christian Center	372-0200
110 - 6th Street	
Broderick, Ca.	

Davis:

Davis Senior Center	758-3070
630 Second St.	
Davis, Ca.	

Woodland:

Woodland Senior Center	662-0698
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Other areas in Yolo County call collect and ask for Senior Information and Referral Services.	666-8491
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AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section V. PROJECT OBJECTIVE AND ACTIVITY TIME CHART

93

- TRANSPORTATION

PROJECT TITLE: INFORMATION & REFERRAL & TRANSPORTATION DATE 7/1/80

END 6/30/81

OBJECTIVES AND ACTIVITIES	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			TOTAL
	1	2	3	1	2	3	1	2	3	1	2	3	
I Provision of Information & Referral Service													
Total	580	580	580	580	580	580	580	580	580	580	580	580	6960
A. Broderick Christian Center	250	250	250	250	250	250	250	250	250	250	250	250	3000
B. City of Davis Senior Center	100	100	100	100	100	100	100	100	100	100	100	100	1200
C. City of Woodland Senior Center	180	180	180	180	180	180	180	180	180	180	180	180	2160
D. Yolo County Department of Social Services	50	50	50	50	50	50	50	50	50	50	50	50	600
II Provision of Information on Unmet Senior Needs to Area 4 Agency on Aging, The Yolo County Commission on Aging, The Yolo County Department of Social Services and other Provider Agencies & Planning bodies													
Total	58	58	58	58	58	58	58	58	58	58	58	58	696
A. Broderick Christian Center	25	25	25	25	25	25	25	25	25	25	25	25	300
B. City of Davis Senior Center	10	10	10	10	10	10	10	10	10	10	10	10	120
C. City of Woodland Senior Center	18	18	18	18	18	18	18	18	18	18	18	18	216
D. Yolo County Department of Social Services	5	5	5	5	5	5	5	5	5	5	5	5	60
II Provision of Transportation Services City of Winters	22	23	22	23	22	23	22	23	22	23	22	23	270 trips

AA/AA/3.21.80

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

From: 7/1/80

To: 6/30/81

Service/Program: Senior Transportation
Winters

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

I. BUDGET CATEGORY (1)	TITLE III			C A S H		IN-KIND		USDA (9)	Project Income (10)	Total Proj. Costs (11)
	Admini- strative Costs (7)	Service Costs (8)	Renovation Acquisition Constructn Costs (6)	Match (5)	Non- Match (6)	Match (7)	Non- Match (8)			
1. Salaries & Wages										
2. In-Kind Personnel										
3. Payroll Taxes										
4. Employee Benefits										
5. Consultant/Legal										
6. Travel & Training										
7. Equipment Totals										
a. Expend. Equip.										
b. Non-Expend. Equip.										
c. Rented/Leased Equip.										
8. Food Costs										
Catered Meals										
9. Purchased Raw Food										
10. Rent of Space										
11. Telephone & Utilities										
Misc./Janitorial										
13. Insurance										
14. Off. Supplies & Postage										
15. Other Supplies										
16. Printing										
17. Vehicle Cost Totals										
a. Vehicle Operation										
b. Maintenance										
c. Insurance										
18. Audit/Acct. Costs										
19. Membership/Subscrip										
20. Bonding/Taxes/Lics.										
21. Advertising										
22. Books/Publications										
23. Contract Services		1,609				179				1,788
24. Other Costs (List)										
25										
26										
27										
II. Total Project Costs										1,788
III. Less: Project Income (Contributed)										0
IV. Project Net Costs										1,788
Less: Local Non-Federal Participation										179
VI. Less: USDA Participation										
VII. Funds Requested From Title III										1,609

[illegible]

TAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

24

From: 7/1/80 To: 6/30/81 Service/Program: Information & Referral

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

I. BUDGET CATEGORY (1)	TITLE III			C A S H		IN-KIND		USDA (9)	Project Income (10)	Total Proj. Costs (11)
	Adminis- trative Costs (2)	Service Costs (3)	Renovation Acquisition Constructn Costs (4)	Match (5)	Non- Match (6)	Match (7)	Non- Match (8)			
1. Salaries & Wages										
2. In-Kind Personnel										
3. Payroll Taxes										
4. Employee Benefits										
5. Consultant/Legal										
6. Travel & Training										
7. Equipment Totals										
a. Expend. Equip.										
b. Non-Expend. Equip.										
c. Rented/Leased Equip.										
8. Food Costs										
Catered Meals										
9. Purchased Raw Food										
10. Rent of Space										
11. Telephone & Utilities										
Mtee/Janitorial										
12. Insurance										
13. Off. Supplies & Postage										
14. Other Supplies										
15. Printing										
16. Vehicle Cost Totals										
a. Vehicle Operation										
b. Maintenance										
c. Insurance										
17. Audit/Acct. Costs										
18. Membership/Subscrip										
19. Bonding/Taxes/Lics.										
20. Advertising										
21. Books/Publications										
22. Contract Services		22,815				2,535				25,350
23. Other Costs (List)										
24.										
25.										
26.										
27.										
II. Total Project Costs										25,350
III. Less: Project Income (Contributions)										0
IV. Project Net Costs										25,350
Less: Local Non-Federal Participation										2,535
VI. Less: USDA Participation										0
VII. Funds Requested From Title III										22,815

- 18 -

Form 4-14b

N/A

Area 4 Agency on Aging SUMMARY BUDGET	Total Project Costs (3)	PROJECT COST					FUNDING SOURCE									
		Social Services/Nutrition					Requested Title III Share (9)	Cash Match (10)	USDA & Cash Non-Match (11)	Proj. Income (12)	IN-KIND					
		(4)	(5)	(6)	(7)	(8)					Match (13)	Non-Match (14)				
(1)																
1.2 Payroll Taxes & Employee Benefits																
FICA																
SUI																
Total Payroll Taxes																
Dental																
Health																
Life																
Retirement																
Worker's Compensation																
Total Employee Benefits																
1.3 Consultant/Legal Services (Identify)																
Total Consultant/Legal Services																
2.1 Travel & Training																
(12 months x ____ miles x ____ c)																
Conference and Conventions																
Staff Training (Attached List)																
Volunteer Travel Reimbursement																
Total Staff Travel & Training																

Area 4 Agency on Aging SUMMARY BUDGET	Total Project Costs (3)	PROJECT COST					FUNDING SOURCE									
		Social Services/Nutrition					Requested Title III Share (9)	Cash Match (10)	USDA & Cash Non-Match (11)	Proj. Income (12)	IN-KIND					
		I & R TRANSPORTATION									Match (13)	Non-Match (14)				
		(4)	(5)	(6)	(7)	(8)										
2.2 Equipment (1)																
Total Equipment																
2.3 Food Costs																
Catered Meals																
Purchased Raw Food																
Total Food Costs																
2.4 Space Costs																
Rent of Space																
Telephone																
Utilities																
Maintenance/Janitorial Services																
Insurance																
Total Space Costs																
2.5 Supplies																
Office Supplies & Postage																
Other - (Identify)																
Total Supplies																
2.6 Printing																
Inside Printing																
Contract Printing (Identify)																
Total Printing Costs																

Area & Agency on Aging SUMMARY BUDGET	Total Project Costs (3)	PROJECT COST					FUNDING SOURCE					
		Social Services/Nutrition					Requested Title III Share (9)	Cash Match (10)	USDA & Cash Non-Match (11)	Proj. Income (12)	IN-KIND	
		(4)	(5)	(6)	(7)	(8)					Match (13)	Non-Match (14)
(1)												
2.7 Vehicle Costs												
Total Vehicle Costs												
2.8 Other Costs												
Audit												
Accounting Services												
Bonding												
Membership & Subscriptions												
Taxes & Licenses												
Advertising												
Books & Publications												
2.9 CONTRACT SERVICES (Identify & Enclose Contract(s))												
Broderick Christian Center	8,450	8,450					7,605				845	
City of Woodland Senior Center	8,450	8,450					7,605				845	
City of Davis Senior Center	8,450	8,450					7,605				845	
Winters Transportation	1,788		1,788				1,609				179	
Total Contract Services	27,138	25,350	1,788				24,424				2714	
TOTAL BUDGET	27,138	25,350	1,788				24,424				2714	

CALCULATION OF GRANT AWARD	
TOTAL BUDGET	\$ 27,138
LESS: PROJECT INCOME	\$ 0
LESS: CONTRIBUTIONS, NON-MATCHING	\$ 0
PROJECT COSTS TO BE MATCHED	\$ 27,138
LESS: CONTRIBUTIONS, MATCHING	\$ 2,714
TITLE III GRANT AWARD	\$ 24,424

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03

SCHEDULE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES	\$
	None
SUB-TOTAL	\$ 0
B. IN-KIND RESOURCES	\$
1. Broderick Christian Center Volunteer I&R Aide	845.00
2. Davis Senior Center Volunteer I&R Aide	845.00
3. Woodland Senior Center Volunteer I&R Aide	845.00
4. City of Winters Volunteer Escort/Driver	179.00
SUB-TOTAL	\$ 2,714.00
TOTAL	\$ 2,714.00

Form 4-15

AREA 4 AGENCY ON AGING
APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section VII DOCUMENT CHECKLIST

APPLICANT AGENCY Yolo County Department of Social Services DATE 5-5-80

PROJECT TITLE: Information & Referral & Transportation

The applicant certifies that the following documents are available. Upon request they will be produced within three (3) working days. The applicant acknowledges that failure to produce requested documents within the time limits may result in program funds being withdrawn, reallocated, or delayed.

Check those documents which are available and on file in your agency office.

<u>ITEM</u>	<u>DATE</u>
☐ Articles of incorporation	NA
☒ Agency By-Laws	Effective 7-1-80 & Con
☒ Membership list of present Governing Board	"
☒ Membership of Project Advisory Body	"
☐ IRS Status Certification	NA
☒ Latest Agency Financial Audit	Effective 7-1-80 & Con
☒ Current Financial Statement	"
☒ Affirmative Action Policy	"
☒ Affirmative Action Plan	"
☒ Agency Policies and Procedures (including Personnel Policies)	"
☒ Complete project inventory	"
☒ Contract Between the Area 4 Agency on Aging and your project	"
☒ Agreement for Consultant Services	"
☒ Lease or space rental agreements	"
☒ Training Plan for project employees and volunteers	"
☒ Resume for Project Director	"
☒ Job Description for all OAA funded positions and program volunteers	"
☐ Written procedures for handling donations NA	NA
☐ Three month certified menu	NA
☒ Current safety and health inspection certificates	Effective 7-1-80 & Con
☒ Annual Fire Inspection Report	"

Section VIII. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY
UPON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under the comprehensive Older Americans Act Amendments of 1978, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The

(applicant agency) understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with the Older Americans Act Amendment of 1978; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.
3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.
6. Agrees to actively seek qualified older persons for paid positions on the project.
7. Agrees to make provision for volunteer opportunities for older persons whenever possible.
8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.
11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all money received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be commingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA.

12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a government agency, audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30 days after termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30 days after the termination of the contract. Audit costs will be included in the total project costs reflected on the enclosed budget.
13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached (page 28). Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these or any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.
14. Receipt of Title III-B and C funding from the A4AA will be acknowledged in the news media and other sources when referring to the services, material and/or equipment provided under this agreement.

(The following provisions apply to multipurpose senior center requests.)

15. Agrees to comply with all applicable state and local health, fire, safety, building, zoning and sanitation laws, ordinances or codes, with special regard to the provisions of the National Fire Protection Association 101 Life Safety Code.
16. Assures that any facility funded under this award begin operation as a multipurpose senior center by December 3, 1980.
17. (For applicants acquiring a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least ten years from the date of acquisition.
18. (For applicants constructing a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least twenty years after completion of construction.
19. Agrees to comply with the requirements of the Davis-Bacon Act and other mandatory Federal labor standards.
20. Assures that plans and specifications for the facility comply with regulations relating to minimum standards of construction, particularly with the requirements of the Architectural Barriers Act of 1968.
21. Assures that the requirements set forth in Section 504 of the Rehabilitation Act of 1973 and DHEW regulations (45 CFR, Part 84) and guidelines are met.
22. Agrees to meet the conditions of approval relative to flood disaster protection outlined in Attachment A, "Conditions for Approval of Senior Center Facilities Located in Flood Prone Areas".

Section XI. ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH,
EDUCATION AND WELFARE REGULATIONS UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

Yolo County Department of Social Services

(hereinafter

(Name of Grantee or Contractor)

called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from Area 4 Agency or Aging, a

(Name of Area Agency)

recipient of Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

Dated _____

(Recipient of Award)

By _____

(President, Chairman of Board, or
comparable authorized official)

(Recipient's mailing address)

Chairman, Yolo County Board of Supervisors

Title

DZ

STATEMENT OF OBJECTIVES

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

INFORMATION AND REFERRAL PROGRAM

To provide 6360 individuals and 432 agencies/organizations information with respect to services and activities available to older persons; to make 220 referral linkages for persons needing these services; and to follow up on 676 transactions to insure that proper services were received.

Services will be provided on a countywide basis via I&R sites located at the Woodland Senior Center, Davis Senior Center, Broderick Christian Center, and Department of Social Services. Bi-lingual capacity and 24-hour access will be available in this network. The program will gather information on unmet senior needs on a monthly basis and transmit this data to relevant agencies/organizations. Each site will be staffed by at least one full-time I&R worker.

To provide 270 rides to medical facilities via Woodland, Davis, and Sacramento to seniors residing in Winters. Services will be provided via an agency vehicle driven by volunteers.

BK

AGREEMENT NO. 80-262

(Agreement for Shelter Care with Diogenes, Inc.)

THIS AGREEMENT made and entered into this 9th day of September 1980, by and between the County of Yolo, Department of Social Services and Diogenes, Inc.

W I T N E S S E I H:

I. RECITALS:

A. It is the intent of Yolo County to provide a coordinated and comprehensive service to youths and develop case plans which are in the best interest of minors.

B. Diogenes, Inc. represents that it possesses the necessary facility to provide certain services in keeping with the intent of Yolo County and agrees to carry out those services under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. Diogenes, Inc., under the direction of the Department of Social Services, shall provide sheltered care for minors described in Section 601 of the Welfare and Institutions Code for a period not to exceed ninety (90) days as provided by Section 654 of the Welfare and Institutions Code. Diogenes, Inc. has the right to refuse services to any child who would be disruptive to their program or who would not benefit from their services.

B. The services provided to said minors by Diogenes, Inc. are those described in Exhibit A, which is attached hereto and incorporated by reference thereto. Failure by Diogenes, Inc. to confine its services to those described in Exhibit A shall constitute a material breach of this agreement, and the County may, at its sole option, immediately terminate this agreement as provided in Paragraph O.

C. The Department of Social Services will pay to Diogenes, Inc. a per diem rate of \$36 for the first twenty-one (21) days of care for each minor who

1 is sheltered there with the authorization of the Department of Social Services.
2 The per diem rate in excess of twenty-one (21) days will be \$50. The Depart-
3 ment will also pay \$36 per day for minors placed at Diogenes, Inc. by the
4 Probation Department after authorization by the Probation Department staff.
5 The maximum payable under this contract shall be \$28,000.

6 D. Payment will be made to Diogenes, Inc. on a monthly basis, upon
7 rendition of a claim by Diogenes, Inc., identifying each minor placed, the
8 agency placing each minor, the date of placement and the date of removal of
9 each minor from Diogenes, Inc.

10 E. The Department of Social Services has the right to discontinue its
11 services and obligations to minors placed at Diogenes, Inc. if it is determined
12 that the service is no longer needed, or the minor is not benefitting and is
13 not in need of protection. Diogenes, Inc. has an option to continue service
14 without being paid by the County.

15 F. Without limiting Diogenes' agreement to indemnify the County,
16 Diogenes, Inc. agrees to maintain in force at all times during the performance
17 of this agreement, a policy or policies of insurance sufficient to fully cover
18 its operation. Diogenes, Inc. further agrees to maintain in full force and
19 effect the policy or policies of insurance which are described in Exhibit B,
20 attached hereto and incorporated herein by reference. Diogenes, Inc. agrees
21 not to cancel or reduce the amount of coverage of any of the aforesaid
22 insurance without giving notice to the County in writing at least ten (10) days
23 in advance of such cancellation or modification and agrees to abide with reason-
24 able requirements imposed by the County upon said cancellation or modification.
25 Diogenes, Inc. further agrees that at all times during the performance of this
26 agreement, Diogenes, Inc. will, at its sole cost, maintain workers' compen-
27 sation insurance fully covering all employees of Diogenes, Inc.

28 G. Diogenes, Inc. agrees and warrants that it shall indemnify, defend,
and hold harmless the County, its officers, agents, and employees from and
against any and all claims, although groundless, losses, liabilities or damages,

1 including costs and attorneys' fees arising in any way out of or resulting from
2 the performance of this agreement, caused in whole or in part by any act or
3 omission of Diogenes, Inc., or anyone directly or indirectly employed by
4 Diogenes, Inc., regardless of whether or not it is caused in part by a party
5 indemnified hereunder.

6 Diogenes, Inc., further agrees to save the County harmless from any
7 claim of liability, including costs and attorneys' fees arising out of
8 Diogenes, Inc.'s performance under this contract, including any action taken by
9 the State of California pursuant to Welfare and Institutions Code Sections
10 1805-1818, and as they may be amended, or Subchapter 5 of Chapter 2 of
11 Division 4 of Title 15 of the California Administrative Code, concerning funds
12 received by Diogenes, Inc. pursuant to this agreement or for any activity or
13 program undertaken thereunder. This shall include, but is not limited to, (1)
14 any order that the County pay over to the State of California any amount of
15 money, (2) any order whereby the State of California withholds from subsequent
16 payments any amount of money, or (3) any order whereby the County's entitle-
17 ment is to be reduced by any amount of money, as a result of Diogenes' actual
18 or alleged violation or non-conformance with Welfare and Institutions Code
19 Sections 1805-1818, and as they may be amended, any regulations or adminis-
20 trative rulings promulgated pursuant thereto, or with any federal, state or
21 local law, regulation or ordinance made applicable thereby.

22 Diogenes, Inc. agrees that it has read and understands Welfare and
23 Institutions Code Sections 1805-1818 and the regulations promulgated pursuant
24 thereto, and will comply with the requirements contained therein.

25 H. It is specifically understood and agreed that Diogenes, Inc. is an
26 independent contractor and is not subject to the direction and control of the
27 County except as to final results. Diogenes, Inc. shall be solely liable and
28 responsible to pay all required taxes and other obligations, including but not
limited to, withholding and Social Security. Diogenes, Inc. agrees to indem-
nify and hold the County harmless from any liability which it may incur to

1 the federal or state government as a consequence of this agreement.

2 I. This agreement is not assignable in whole or in part without the
3 written consent of the County. Such consent, once given, shall not be deemed
4 to waive the requirement of consent by the County for any subsequent assignment.

5 J. Diogenes, Inc. shall not enter into subcontracts for any of the
6 work contemplated under this agreement without first obtaining written approval
7 by the County.

8 K. Any waiver by the County of any default, breach, or condition of
9 this agreement shall not be construed as a waiver by the County of any other
10 default, breach or condition, or any other right hereunder.

11 L. This writing embodies the full understanding of the parties hereto
12 and is intended to supersede all other agreements between the parties as to the
13 subject matter contained herein, whether written or oral, prior or contemporaneous.
14 No alteration or variation of any term of this agreement shall be
15 valid unless made in writing and signed by the parties hereto or their
16 successors in interest.

17 M. This agreement shall bind and inure to the benefit of the successors
18 in interest of the County and Diogenes, Inc. in the same manner as if such
19 party had been expressly named herein.

20 N. The term of this agreement is for twelve (12) months, starting
21 July 1, 1980 and ending on June 30, 1981, or until the maximum payment of
22 \$28,000 is reached, whichever occurs first.

23 O. Either party to this agreement may terminate the agreement upon
24 delivery to the other party of a notice of termination, said termination to be
25 effective no sooner than thirty (30) days after delivery of such notice. The
26 County may terminate this agreement without notice for violation by Diogenes,

27
28

1 Inc. of any term or condition of this agreement. In the event that Diogenes,
2 Inc. should lose its federal funding, this agreement shall automatically
3 terminate.

4 IN WITNESS WHEREOF, the parties hereto have executed this agreement
5 the _____ day of _____, 1980.
6
7

8 COUNTY OF YOLO, a political subdivision of
9 the State of California

10
11 BY: _____
12 CHAIRMAN OF THE BOARD OF SUPERVISORS
13 COUNTY OF YOLO, STATE OF CALIFORNIA

14 BY: _____
15 DIOGENES, INC.
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25 APPROVED AS TO FORM

26 CHARLES R. MACK
27 COUNTY COUNSEL

28 By Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

EXHIBIT A
AGREEMENT NO. 80-

Description of Services and Program

1. The Department of Social Services has responsibility for all minors described in Section 300 and 601 of the Welfare and Institutions Code who are referred to Diogenes, Inc. by a law enforcement or other County agency. The primary case plan will be established by the Department of Social Services in coordination with the staff of Diogenes, Inc.
2. Upon delivery of all such minors by the above agencies to Diogenes, Inc., Diogenes staff will contact the Department of Social Services immediately so that a decision can be made about temporary shelter of the minor based upon the best interests of the minor. No minor will be removed from Diogenes, Inc. solely on the basis of financial expediency.
3. All minors who fall within the provisions of Section 300 of the Welfare and Institutions Code will be immediately sheltered at the contract foster homes upon Diogenes' acceptance of an adjudicated 601.
4. Shelter care services provided by Diogenes, Inc. shall include any immediate counseling and supportive services that are necessary for the minor's successful adjustment while in sheltered care, to include coordination with the Department of Social Services in providing transportation to and from medical appointments and school. Primary long-term case work planning and followup shall be the responsibility of the Department of Social Services' staff in coordination with staff of Diogenes.
5. Under the direction of the Department of Social Services, Diogenes, Inc. staff may provide short term crisis casework services to minors referred under the jurisdiction of the Department of Social Services. Casework services shall be aimed at return of the minor to his/her home within five (5) days. After five (5) days, the Department of Social Services will assume primary responsi-

1 bility for the development of the case plan and further counseling. The
2 Department of Social Services may, at its discretion, deliver the minor to one
3 of its shelter facilities in preparation for a longer term of placement.

4 6. When a minor is receiving services at Diogenes, Inc., not under re-
5 ferral from the Department of Social Services, and a determination is made by
6 Diogenes that the minor requires foster placement by the Department of Social
7 Services, the Department of Social Services shall pay Diogenes the per diem
8 rate for those cases accepted for service by the Department of Social Services
9 from the date of referral by Diogenes to the Department of Social Services.
10 The Department of Social Services is required to accept or reject the re-
11 ferral within two (2) working days of date of referral. There will be no
12 retroactive pay for the period before the referral to the Department of Social
13 Services.

14 7. The Department of Social Services will be responsible for the return
15 of out-of-state and out-of-county runaway youths.

16 8. Any minor being considered by the Department of Social Services for a
17 voluntary placement or court placement may be removed from Diogenes, Inc. to
18 one of the department's shelter care facilities in preparation for placement.

19 9. The Department of Social Services staff shall maintain daily contact
20 during the work week with Diogenes Youth Services when minors under the
21 Department of Social Services' jurisdiction are sheltered there.

22 10. In the event of a disagreement between a Diogenes caseworker and the
23 Department of Social Services social worker regarding the most appropriate case
24 plan, the dispute will be referred to the supervisory level for resolution.

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EXHIBIT B
AGREEMENT NO. 80-

Financial Information About the Agency

1. Agency's Insurance Agent

Agency: A. Mason B lodgett & Associates

Address: 50 California Street, San Francisco, Ca. 94111

Telephone: 415 783 0300

Name of Insurance Companies: Excess Insurance Company, Ltd.
American Universal Insurance Company
Great Southwest Fire Insurance Company

Public Liability Limits: \$300,000

Combined Single Limit: \$300,000

Excess Coverage: To \$1,000,000

2. Agency Employees:

Agency Employee Identification Number: 23-7348227

3. Federal Income Exemption Status:

Agency's IRS Exemption Letter attached: Yes x No

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1 during the performance of this agreement, Diogenes, Inc. will, at its full
2 cost, maintain Workers' Compensation Insurance fully covering all employees of
3 Diogenes, Inc. Diogenes, Inc. agrees not to cancel or reduce the amount of
4 coverage of any of the aforesaid insurance without giving notice to the County
5 in writing at least ten (10) days in advance of such cancellation or modifi-
6 cation and agrees to abide with reasonable requirements imposed by the County
7 upon said cancellation or modification.

8 D. Diogenes, Inc. agrees and warrants that it shall indemnify, defend
9 and hold harmless County, its officers, agents and employees, from any and all
10 claims, although groundless, losses, liabilities or damages, including costs
11 and attorneys' fees, arising in any way out of or resulting from the performance
12 of this agreement, caused in whole or in part by any act or omission of
13 Diogenes, Inc. or anyone directly or indirectly employed by Diogenes, Inc.,
14 regardless of whether or not it is caused in part by a party indemnified here-
15 under.

16 Diogenes, Inc. further agrees to save County harmless from any claim
17 of liability, including costs and attorneys' fees arising out of Diogenes,
18 Inc.'s performance under this contract, including any action taken by the
19 State of California pursuant to Welfare and Institutions Code Section 1805-1818,
20 and as they may be amended, or Subchapter 5 of Chapter 2 of Division 4 of
21 Title 15 of the California Administrative Code concerning funds received by
22 Diogenes, Inc. pursuant to this agreement or for any activity or program
23 undertaken thereunder. This shall include, but is not limited to, (1) any
24 order that County pay over to the State of California any amount of money, (2)
25 any order whereby the State of California withholds from subsequent payments
26 any amount of money, or (3) any order whereby County's entitlement is to be
27 reduced by any amount of money as a result of Diogenes, Inc.'s actual or
28 alleged violation or non-conformance with Welfare and Institutions Code
Sections 1805-1818, and as they may be amended, any regulations or adminis-

1 trative rulings and promulgated pursuant thereto, or with any federal, state
2 or local law, regulation or ordinance made applicable thereby.

3 E. It is specifically understood and agreed that Diogenes, Inc. is an
4 independent contractor, and is not subject to the direction and control of the
5 County of Yolo except as to final result. Diogenes, Inc. shall be solely
6 liable and responsible to pay all required taxes and other obligations, in-
7 cluding but not limited to withholding and Social Security. Diogenes, Inc.
8 agrees to indemnify and hold the County of Yolo harmless from any liability
9 which it may incur to the federal or state government as a consequence of this
10 agreement.

11 F. This agreement is not assignable in whole or in part without the
12 written consent of the County. Such consent, once given, shall not be deemed
13 to waive the requirement of consent by the County for any subsequent assign-
14 ment.

15 G. Diogenes, Inc. shall not enter into sub-contracts for any of the
16 services contemplated under this agreement without first obtaining written
17 approval by the County.

18 H. Any waiver by the County of any default, breach, or condition of
19 this agreement shall not be construed as a waiver by the County of any other
20 default, breach or condition, or any other right hereunder.

21 I. This writing embodies the full understanding of the parties hereto
22 and is intended to supersede all other agreements between the parties as to
23 the subject matter contained herein, whether written or oral, prior or con-
24 temporaneous. No alteration of any term of this agreement shall be valid
25 unless made in writing signed by the parties hereto or their successors in
26 interest.

27 J. This agreement shall bind and inure to the benefit of the
28 successors in interest of the County and Diogenes, Inc. in the same manner as
if such party was expressly named herein.

1 K. The term of this agreement is for a period of one (1) year from
2 July 1, 1980 through June 30, 1981.

3 L. Either party to this agreement may terminate the agreement upon
4 delivery to the other party of a notice of termination, said termination to be
5 effective no sooner than thirty (30) days after delivery of such notice. The
6 County may terminate this agreement without notice for violation by Diogenes,
7 Inc. of any term or condition of this agreement.

8 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
9 the _____ day of _____, 1979.

10
11 COUNTY OF YOLO

12
13 BY: _____
14 CHAIRMAN OF THE BOARD OF SUPERVISORS
15 COUNTY OF YOLO, STATE OF CALIFORNIA

16
17
18 DIogenes, INC.

19 BY: _____
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21
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25 APPROVED AS TO FORM
26 CHARLES R. MACK
27 COUNTY COUNSEL

28 *Elizabeth A. Stultz*
COUNTY COUNSEL

FISCAL YEAR
1980-81

18. PROGRAM ELEMENT NAME DIOGENES

SUBMITTING COUNTY DEPARTMENT Social Services

CATEGORY <u> 7 </u>	TOTAL NUMBER ELEMENTS <u> 3 </u>	NUMBER THIS ELEM <u> 3 </u>
IMPLEMENTING AGENCY <u> Diogenes, Incorporated </u>		BUDGET TOTAL <u> 17,250 </u>
PROGRAM ELEMENT CONTACT PERSON <u> Robert Hallatt </u>		TELEPHONE <u> 756-5666 </u>
ADDRESS <u> 1421 Drake Drive, Davis, CA. 95616 </u>		

FUNDING DATES: FROM July 1, 1980 TO June 30, 1981

19. TYPE OF IMPLEMENTING AGENCY COUNTY ☐ CITY ☐ PRIVATE ☒ OTHER ☐

20. PROGRAM: NEWLY ESTABLISHED ☐ CONTINUING PROGRAM ☒

21. SUMMARY OF PROGRAM: Diogenes Youth Services is currently funded by AB 90 monies to provide shelter care and support services to youth referred for shelter by the Department of Social Services, Probation and all departments of law enforcement throughout Yolo County. Diogenes' services are available 24 hours a day, its hotline or on a walk-in basis. Services available include individual, group and family counseling, shelter care for youth aged twelve through seventeen, information and referral, client transportation and case advocacy. Medical, legal and alternative placement assistance are available through our volunteer consultants and other referral sources. On the average Diogenes maintains 35 volunteers engaged in various levels of training and service provision.

22. OTHER FUNDING (LIST SOURCES AND AMOUNTS) H.E.W. Youth Development Bureau \$75,800

 C.E.T.A. - Title II \$8,200 United Way \$6,000

 YOLO COUNTY PER DIEM \$28,000

element

FISCAL YEAR

1980/81

23. RENTS & LEASES ARE NOT CLAIMED FOR COUNTY OWNED FACILITY ☒ X
24. INDIRECT COUNTY COSTS ARE NOT CLAIMED ☒ X
25. CJSSP USED AS MATCH FOR OTHER FUNDS: YES ☐ NO ☒ X PARTLY ☐

[illegible]

27. SUMMARY BUDGET:	Salaries & Benefits	\$17,250
	Services & Supplies	0
	Other Charges	0
	Fixed Assets	0
	Capital Construction	0
	TOTAL	\$17,250

28. CAPITAL CONSTRUCTION FUNDS ACCRUED
FROM PREVIOUS YEARS

BK

AGREEMENT NO. 80- 264

THIS AGREEMENT, dated for convenience this 9th day of September 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EAST YOLO CONCILIO, INC, a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H

RECITALS:

A. COUNTY is desirous of making provisions for bilingual services including information and referral, employment assistance, advocacy, translation and assistance in completing government forms to the East Yolo Spanish-speaking community.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY, and any attempt by PROVIDER to assign or

1 subcontract any performance of this agreement without the express written con-
2 sent of COUNTY shall be null and void and shall constitute a breach of this
3 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will
4 include all the terms of this agreement in any such subcontract or assignment.

5 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harm-
6 less COUNTY, its officers, agents, and employees from and against all claims,
7 demands, losses, damage, liability, cost and expenses of whatever nature,
8 including court costs and counsel fees accruing or resulting to any person,
9 firm or corporation who may be injured by PROVIDER in the performance of this
10 agreement.

11 6. INSURANCE.

12 A. Public Liability. During the term of this contract, PROVIDER
13 shall maintain in full force and effect a policy of public liability insurance
14 with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so
15 requests, PROVIDER shall cause COUNTY to be named as an additional insured on
16 said policy and shall obtain a waiver of the insurer's right of subrogation
17 against COUNTY.

18 B. Worker's Compensation. During the term of this contract, PROVIDER
19 shall comply fully with the terms of the law of California concerning worker's
20 compensation. Said compliance shall include, but not be limited to, main-
21 taining in full force and effect one or more policies of insurance insuring
22 against any liability PROVIDER may have for worker's compensation.

23 7. TERMINATION. Either party shall have the right to terminate this
24 agreement at its sole discretion at any time upon sixty (60) days' written
25 notice to the other other. COUNTY shall have the right to terminate this
26 agreement immediately for failure of PROVIDER to comply with the terms and
27 conditions of this agreement. In the case of early termination, a final pay-
28 ment will be made to PROVIDER upon receipt of a report covering compensation

1 earned to termination. In the event of such immediate termination, COUNTY
2 may proceed with the work in any manner deemed proper by the COUNTY. The cost
3 to COUNTY shall be deducted from any sum due to PROVIDER under this agreement,
4 and the balance, if any, shall be paid PROVIDER upon demand.

5 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
6 accounting records showing the services performed in connection with the per-
7 formance of this agreement, including working papers in any way associated
8 with the performance of this agreement, and shall make such records available
9 for inspection by authorized representatives of COUNTY at any reasonable time
10 during the performance of the agreement, and for a period of three (3) years
11 from and after the date of final payment.

12 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making
13 and execution of this agreement, PROVIDER and any agents and employees of
14 PROVIDER are independent contractors and are not and shall not be construed
15 to be agents or employees of COUNTY, and that PROVIDER shall have no authority,
16 expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any
17 obligation whatsoever.

18 10. TIME. Time is the essence of this agreement.

19 11. NO ALTERATION. No alteration or variation of the terms of this agree-
20 ment shall be valid unless made in writing and signed by the parties hereto,
21 and no oral understandings or agreement not incorporated herein, shall be
22 binding on any of the parties hereto.

23 12. LAWS.

24 A. PROVIDER shall comply fully with all applicable Federal, State,
25 and local laws, ordinances, regulations, and permits. PROVIDER shall secure
26 any new permits required by authorities having jurisdiction over the project,
27 and shall maintain any presently required permits.

1 B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
2 and any other federal, state or local law or regulation which prohibits dis-
3 crimination on the basis of sex, race, religion, age, handicap, or ethnic
4 background in the hiring of employees or in providing services under this
5 agreement.

6 13. COMPENSATION. The consideration to be paid PROVIDER, as provided
7 herein, shall be in compensation for all of PROVIDER'S expenses incurred in
8 the performance hereof, including travel and per diem, unless otherwise
9 expressly so provided.

10 14. PROVIDER shall be responsible for the selection and procurement of
11 necessary supplies and incidentals for provision of services under this agree-
12 ment.

13 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
14 successors of each of the parties.

15 16. PAYMENT. The COUNTY, for and in consideration of the covenants, con-
16 ditions, agreements and stipulations of the PROVIDER herein expressed does
17 hereby agree to pay as total compensation to PROVIDER, the sum of \$8,525 in
18 twelve monthly payments, for the months beginning July 1, 1980 and ending
19 June 30, 1981. PROVIDER shall submit a claim to the Director Social Services
20 of COUNTY at the end of each month.

21 17. TERM. The term of this contract shall commence on July 1, 1980 and
22 end on June 30, 1981.

23 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are
24 held invalid, the remainder of this contract shall not be affected thereby,
25 if such remainder would then continue to conform to terms and requirements of
26 applicable law.

1 IN WITNESS WHEREOF, this agreement has been executed by the parties
2 hereto.

3
4 COUNTY:

5 COUNTY OF YOLO, a political subdivision
6 of the State of California

7
8
9 BY: Angela J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
10 COUNTY OF YOLO, STATE OF CALIFORNIA

11
12
13 PROVIDER:
14 EAST YOLO CONCILIO, INC., a non-profit
Corporation

15
16 BY: Lucille Mares Resident
Authorized Representative

17
18 ATTEST

19 PETER McNAMEE, CLERK

20 BY: Jan Orser

21 DEPUTY
22 (SEAL)

23
24
25 APPROVED AS TO FORM
26 CHARLES R. MACK
COUNTY COUNSEL

27 Elizabeth A. Heltz
28 DEPUTY COUNTY COUNSEL

AGREEMENT NO. 80-

EAST YOLO CONCILIO, INC., 950 Sacramento Avenue, Broderick, CA 95605
TELEPHONE: 916-372-5590

OPEN: Monday through Friday, 1:00 a.m. to 5:00 p.m.
CLOSED: All county holidays.

SERVICES:

The East Yolo Concilio will provide to the Spanish-speaking community four types of services; translation, advocacy, information and referral, and completion of forms.

TRANSLATION/INTERPRETATION SERVICES shall be provided when Spanish-speaking clients must communicate with the traditional agencies, i.e., social services, schools, hospitals, police. In addition, translation of written communications will be provided.

ADVOCACY SERVICES shall be provided for Spanish-speaking clients who do not understand the workings of a bureaucracy, public or private, and who are incapable of articulating on their own behalf.

INFORMATION AND REFERRAL SERVICES shall be provided to assist the Spanish-speaking clients in utilizing available resources, and over-coming cultural barriers in obtaining employment and receiving benefits to which one might be eligible.

COMPLETION OF FORMS Assistance to clients in completion of all types of forms.

FILED
SEP 9 1980
CLERK OF SUPERIOR COURT
Yolo County

SEP 9 1980

BY *Jan Orser*
DEPUTY CLERK

BK

AGREEMENT NO. 80-265
(EAST YOLO CONCILIO, INC.)

THIS AGREEMENT, dated for convenience this 9th day of September, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EAST YOLO CONCILIO, INC., a non-profit corporation hereinafter referred to as "PROVIDER",

WITNESSETH:

RECITALS:

A. COUNTY is desirous of making provisions for emergency food for persons within Yolo County who are in need of such emergency food and have no other resources immediately available to provide for their sustenance.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A, which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY, and any attempt by PROVIDER to assign or

1 subcontract any performance of this agreement without the express written
2 consent of COUNTY shall be null and void and shall constitute a breach of this
3 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will
4 include all the terms of this agreement in any such subcontract or assignment.
5 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless,
6 COUNTY, its officers, agents and employees from and against all claims,
7 demands, losses, damage, liability, cost, and expenses of whatever nature,
8 including court costs and counsel fees accruing or resulting to any person,
9 firm or corporation who may be injured by PROVIDER in the performance of this
10 agreement.

11 6. INSURANCE.

12 A. Public Liability. During the term of this contract, PROVIDER shall
13 maintain in full force and effect a policy of public liability insurance with
14 minimum coverage in an amount satisfactory to COUNTY. If COUNTY so requests,
15 PROVIDER shall cause COUNTY to be named as an additional insured on said policy
16 and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

17 B. Worker's Compensation. During the term of this contract, PROVIDER
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability PROVIDER may have for worker's compensation.

22 7. TERMINATION. Either party shall have the right to terminate this agree-
23 ment at its sole discretion at any time upon sixty (60) days' written notice
24 to the other. COUNTY shall also have the right to terminate this agreement
25 immediately for failure of PROVIDER to comply with the terms and conditions of
26 this agreement. In the case of early termination, a final payment will be made
27 to PROVIDER upon receipt of a report covering compensation earned to termination.
28 In the event of such immediate termination,

COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY, and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits

1 discrimination on the basis of sex, race, religion, age, handicap, or ethnic
2 background in the hiring of employees or in providing services under this
3 agreement.

4 13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein,
5 shall be in compensation for all of PROVIDER'S expenses incurred in the per-
6 formance hereof, including travel and per diem, unless otherwise expressly
7 so provided.

8 14. PROVIDER shall be responsible for the selection and procurement of
9 necessary supplies and incidentals for provision of services under this agree-
10 ment.

11 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
12 successors of each of the parties.

13 16. PAYMENT. The COUNTY, for and in consideration of the covenants,
14 conditions, agreements, and stipulations of the PROVIDER herein expressed,
15 does hereby agree to pay as total compensation to the PROVIDER the sum of
16 \$11,000 of which the PROVIDER agrees to expend \$2,500 on the direct purchase
17 of food. The sum of \$11,000 will be paid to the PROVIDER in twelve (12)
18 monthly payments, for the months beginning July 1, 1980 and ending June 30, 1981.
19 PROVIDER shall submit a claim to the Director of Social Services of COUNTY
20 at the end of each month.

21 17. TERM. The term of this contract shall commence on July 1, 1980 and
22 end on June 30, 1981.

23 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held
24 invalid, the remainder of this contract shall not be affected thereby, if such
25 remainder would then continue to conform to terms and requirements of appli-
26 cable law.

27 19. The waiver of any breach of any provision of this agreement shall not be
28

1 construed to be a waiver of a breach of any other provision of this agreement,
2 or of any such subsequent breach thereof.

3 IN WITNESS WHEREOF, this agreement has been executed by the parties
4 hereto.

5
6 COUNTY:

7 COUNTY OF YOLO, a political subdivision
8 of the State of California

9
10 BY: Joseph J. Thompson
11 CHAIRMAN OF THE BOARD OF SUPERVISORS
12 COUNTY OF YOLO, STATE OF CALIFORNIA

13 ATTEST:

14 PETER McNAMEE, CLERK

15 BY Jan Orser
16 (DEPUTY)
17 (SEAL)

18 PROVIDER:

19 EAST YOLO CONCILIO, INC., a non-profit
20 corporation

21 By: Lucille Mares President
22 Authorized Representative
23
24

25 APPROVED AS TO FORM

26 CHARLES R. MACK
COUNTY COUNSEL

27 Elizabeth A. Helly
28 DEPUTY COUNTY COUNSEL

EXHIBIT A
(EAST YOLO CONCILIO, INC.)

EAST YOLO CONCILIO, INC. (FOOD DISTRIBUTION)
350 C STREET
BRODERICK, CA 95605

HOURS: 1:00 p.m. - 5:00 p.m. Monday through Friday

SERVICES:

FOOD DISTRIBUTION: Emergency food and food supplies will be distributed to those citizens who have no other resource available.

Food will be provided for a maximum of three days unless a weekend is involved in which case five days is the maximum.

FOOD COLLECTION: Donations of food will be solicited and purchases made in an effort to insure that needy persons receive a balanced diet. The food closet will provide a central point for all food distribution in the East Yolo area.

SEP 9 1980

DEPUTY CLERK

BY *J. G. Baker*

BK

AGREEMENT NO. 80-266
(UNITED CHRISTIAN CENTER)

THIS AGREEMENT, dated for convenience this 9th day of September
1980, by and between the COUNTY OF YOLO, a political subdivision of the State
of California, hereinafter referred to as "COUNTY", and UNITED CHRISTIAN
CENTER, a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for services to enhance the
everyday living of elderly East Yoloans through the maintenance of activities
and services which stimulate better mental health, encourage independent
living as long as possible and provide opportunities to supplement monthly
income.

B. PROVIDER is a non-profit organization capable of providing such
service.

C. PROVIDER represents that it possesses the necessary facilities and
supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described
herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services
described in Exhibit A which is attached hereto and incorporated by this
reference.

2. PROVIDER hereby promises and undertakes to use all of said funds
exclusively for those services described in Exhibit A. PROVIDER shall be
liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform
services pursuant to this agreement.

1 4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any
2 portion thereof may be assigned or subcontracted by PROVIDER without the
3 express written consent of COUNTY and any attempt by PROVIDER to assign or
4 subcontract any performance of this agreement without the express written
5 consent of COUNTY shall be null and void and shall constitute a breach of this
6 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will

7 include all the terms of this agreement in any such subcontract or assignment.
8 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless
9 COUNTY, its officers, agents, and employees from and against all claims,
10 demands, losses, damage, liability, cost, and expenses of whatever nature,
11 including court costs and counsel fees accruing or resulting to any person,
12 firm or corporation who may be injured by PROVIDER in the performance of this
13 agreement.

14 6. A. Public Liability. During the term of this contract, PROVIDER shall
15 maintain in full force and effect a policy of public liability insurance with
16 minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests,
17 PROVIDER shall cause COUNTY to be named as an additional insured on said
18 policy and shall obtain a waiver of the insurer's right of subrogation against
19 COUNTY.

20 B. Worker's Compensation. During the term of this contract, PROVIDER
21 shall comply fully with the terms of the law of California concerning worker's
22 compensation. Said compliance shall include, but not be limited to, main-
23 taining in full force and effect one or more policies of insurance insuring
24 against any liability PROVIDER may have for worker's compensation.

25 7. TERMINATION. Either party shall have the right to terminate this agree-
26 ment at its sole discretion at any time upon sixty (60) days' written notice
27 to the other. COUNTY shall also have the right to terminate this agreement
28 immediately for failure of PROVIDER to comply with the terms and conditions

1 of this agreement. In the case of early termination, a final payment shall be
2 made to PROVIDER upon receipt of a report covering compensation earned to
3 termination. In the event of such immediate termination, COUNTY may proceed
4 with the work in any manner deemed proper by the COUNTY. The cost to COUNTY
5 shall be deducted from any sum due to PROVIDER under this agreement, and the
6 balance, if any, shall be paid PROVIDER upon demand.

7 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
8 accounting records showing the services performed in connection with the per-
9 formance of this agreement, including working papers in any way associated
10 with the performance of this agreement, and shall make such records available
11 for inspection by authorized representatives of COUNTY at any reasonable time
12 during the performance of the agreement, and for a period of three (3) years
13 from and after the date of final payment.

14 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and
15 execution of this agreement, PROVIDER and any agents and employees of PROVIDER
16 are independent contractors and are not and shall not be construed to be agents
17 or employees of COUNTY, and that PROVIDER shall have no authority, expressed or
18 implied, to act on behalf of COUNTY or to bind COUNTY to any obligation
19 whatsoever.

20 10. TIME. Time is the essence of this agreement.

21 11. NO ALTERATION. No alteration or variation of the terms of this agree-
22 ment shall be valid unless made in writing and signed by the parties hereto,
23 and no oral understandings or agreement not incorporated herein, shall be
24 binding on any of the parties hereto.

25 12. LAWS.

26 A. PROVIDER shall comply fully with all applicable Federal, State, and
27 local laws, ordinances, regulations, and permits. PROVIDER shall secure any
28 new permits required by authorities having jurisdiction over the project
and shall maintain any presently required permits.

1 B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
2 and any other federal, state or local law or regulation which prohibits dis-
3 crimination on the basis of sex, race, religion, age, handicap, or ethnic
4 background in the hiring of employees or in providing services under this
5 agreement.

6 13. COMPENSATION. The consideration to be paid PROVIDER, as provided here-
7 in, shall be in compensation for all of PROVIDER'S expenses incurred in the
8 performance hereof, including travel and per diem, unless otherwise expressly
9 so provided.

10 14. PROVIDER shall be responsible for the selection and procurement of
11 necessary supplies and incidentals for provision of services under this agree-
12 ment.

13 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
14 successors of each of the parties.

15 16. PAYMENT. The COUNTY, for and in consideration of the covenants, con-
16 ditions, agreements, and stipulations of the PROVIDER herein expressed, does
17 hereby agree to pay as total compensation to PROVIDER the sum of \$14,152 in
18 twelve monthly payments, for the months beginning July 1, 1980 and ending
19 June 30, 1981. PROVIDER shall submit a claim to the Director of Social Services
20 of COUNTY at the end of each month.

21 17. TERM. The term of this contract shall commence on July 1, 1980 and end
22 on June 30, 1981.

23 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are
24 held invalid, the remainder of this contract shall not be affected thereby,
25 if such remainder would then continue to conform to terms and requirements
26 of applicable law.

1 19. The waiver of any breach of any provision of this agreement shall not
2 be construed to be a waiver of a breach of any other provision of this agree-
3 ment, or of any such subsequent breach thereof.

4 IN WITNESS WHEREOF, this agreement has been executed by the parties
5 hereto.

6 COUNTY:

7 COUNTY OF YOLO, a political subdivision
8 of the State of California

9
10 By: *Junella J. Thompson*
11 CHAIRMAN OF THE BOARD OF SUPERVISORS
12 COUNTY OF YOLO, STATE OF CALIFORNIA

13 ATTEST:

14 PETER McNAMEE, CLERK

15 BY *Jan Orser*
16 (DEPUTY)

17 (SEAL)

18 PROVIDER:

19 UNITED CHRISTIAN CENTER

20 BY *Vernon J. Freeman*
21 Authorized Representative

22 Vernon J. Freeman
23 Executive Director

24 APPROVED AS TO FORM

25 CHARLES D. MACK
26 COUNTY COUNSEL

27 BY *Elizabeth A. Holtz*
28 DEPUTY COUNTY COUNSEL

EXHIBIT A
EAST YOLO SENIOR CITIZEN PROGRAM

EAST YOLO SENIOR CITIZEN PROGRAM
UNITED CHRISTIAN CENTER, BRODERICK UNIT
110 6TH STREET
BRODERICK, CA 95605

TELEPHONE: 916-372-0200

HOURS: Monday through Friday - 9:00 a.m. - 5:00 p.m.

PROGRAM:

The purpose of the program is to enhance the everyday living of elderly East Yoloans through the maintenance of activities and services which stimulate better mental health, encourage independent living as long as possible and provide opportunities to supplement monthly income.

The services provided are transportation, social, educational and recreational activities, information and referral services, telephone reassurance and home visiting services, a nutrition program which includes meal delivery to shut-in seniors, advocacy services, and crisis intervention.

The above services are provided to members of the East Yolo community who are fifty years and older and certain disabled persons who have no other resources to assist them.

BR

AGREEMENT NO. 80-267

(MEXICAN AMERICAN CONCILIO OF YOLO COUNTY)

SEP 9 1980
FETER...
BY *[Signature]*

THIS AGREEMENT, dated for convenience this 9th day of September 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the MEXICAN AMERICAN CONCILIO OF YOLO COUNTY, a non-profit organization hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for county-wide information and referral services and bilingual services including information and referral, employment assistance, advocacy, translation and assistance in completing government forms to the Yolo County Spanish-speaking community.

B. PROVIDER is a non-profit organization capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resources limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

1 4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any
2 position thereof may be assigned or subcontracted by PROVIDER without the express
3 written consent of COUNTY and any attempt by PROVIDER to assign or subcontract
4 any performance of this agreement without the express written consent of COUNTY
5 shall be null and void and shall constitute a breach of this agreement. When-
6 ever PROVIDER is authorized to subcontract or assign, it will include all the
7 terms of this agreement in any such subcontract or assignment.

8 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless
9 COUNTY, its officers, agents, and employees from and against all claims,
10 demands, losses, damage, liability, cost, and expenses of whatever nature, in-
11 cluding court costs and counsel fees accruing or resulting to any person, firm
12 or corporation who may be injured by PROVIDER in the performance of this agree-
13 ment.

14 6. INSURANCE.

15 A. Public Liability. During the term of this contract, PROVIDER shall
16 maintain in full force and effect a policy of public liability insurance with
17 minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests,
18 PROVIDER shall cause COUNTY to be named as an additional insured on said
19 policy and shall obtain a waiver of the insurer's right of subrogation against
20 COUNTY.

21 B. Worker's Compensation. During the term of this contract, PROVIDER
22 shall comply fully with the terms of the law of California concerning main-
23 taining in full force and effect one or more policies of insurance insuring
24 against any liability PROVIDER may have for worker's compensation.

25 7. TERMINATION. Either party will have the right to terminate this agree-
26 ment at its sole discretion at any time upon sixty (60) days' written notice
27 to the other. COUNTY shall also have the right to terminate this agreement
28 immediately for failure of PROVIDER to comply with the terms and conditions

1 of this agreement. In the case of early termination, a final payment will be
2 made to PROVIDER upon receipt of a report covering compensation earned to
3 termination. In the event of such immediate termination, COUNTY may proceed
4 with the work in any manner deemed proper by the COUNTY. The cost to COUNTY
5 shall be deducted from any sum due to PROVIDER under this agreement, and the
6 balance, if any, shall be paid PROVIDER upon demand.

7 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
8 accounting records showing the services performed in connection with the per-
9 formance of this agreement, including working papers in any way associated with
10 the performance of this agreement, and shall make such records available for
11 inspection by authorized representatives of COUNTY at any reasonable time
12 during the performance of the agreement, and for a period of three (3) years
13 from and after the date of final payment.

14 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making
15 and execution of this agreement, PROVIDER and any agents and employees of
16 PROVIDER are independent contractors and are not and shall not be construed
17 to be agents or employees of COUNTY and that PROVIDER shall have no authority,
18 expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any
19 obligation whatsoever.

20 10. TIME. Time is the essence of this agreement.

21 11. NO ALTERATION. No alteration or variation of the terms of this agree-
22 ment shall be valid unless made in writing and signed by the parties hereto,
23 and no oral understandings or agreement not incorporated herein, shall be
24 binding on any of the parties hereto.

25 12. LAWS.

26 A. PROVIDER shall comply fully with all applicable Federal, State,
27 and local laws, ordinances, regulations, and permits. PROVIDER shall secure
28

1 any new permits required by authorities having jurisdiction over the project,
2 and shall maintain any presently required permits.

3 B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
4 and any other federal, state or local law or regulation which prohibits dis-
5 crimination on the basis of sex, race, religion, age, handicap, or ethnic
6 background in the hiring of employees or in providing services under this
7 agreement.

8 13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein,
9 shall be in compensation for all of PROVIDER'S expenses incurred in the per-
10 formance hereof, including travel and per diem, unless otherwise expressly so
11 provided.

12 14. PROVIDER shall be responsible for the selection and procurement of
13 necessary supplies and incidentals for provision of services under this
14 agreement.

15 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
16 successors of each of the parties.

17 16. PAYMENT.

18 A. The COUNTY, for and in consideration of the covenants, conditions,
19 agreements and stipulations of the PROVIDER herein expressed does hereby agree
20 to pay as total compensation to the PROVIDER the sum of \$43,350 for the
21 months beginning October 1, 1980 and ending June 30, 1981.

22 B. PROVIDER shall submit a claim to the Director of Social Services
23 of COUNTY at the end of each month. The claim will identify actual costs
24 expended in providing those services as described in Exhibit A. It shall
25 reflect staff and overhead costs for the previous month's service delivery.
26 Regardless of the amount of the monthly reimbursement, total compensation
27 under the term of this agreement will not exceed \$43,350.

28 17. TERM. The term of this agreement shall commence on October 1, 1980
and end on June 30, 1981.

1 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are
2 held invalid, the remainder of this contract shall not be affected thereby,
3 if such remainder would then continue to conform to terms and requirements of
4 applicable law.

5 19. The waiver of any breach of any provision of this agreement shall not
6 be construed to be a waiver of a breach of any other provision of this agree-
7 ment, or of any such subsequent breach thereof.

8 IN WITNESS WHEREOF, this agreement has been executed by the parties
9 hereto.

10 COUNTY:

11 COUNTY OF YOLO, a political subdivision
12 of the State of California

13 BY: *Theresa J. Thompson*

14 CHAIRMAN OF THE BOARD OF SUPERVISORS
15 COUNTY OF YOLO, STATE OF CALIFORNIA

16 ATTEST:

17 PETER McNAMEE, CLERK

18 BY *Jan Orser*

19 (DEPUTY)

20 (SEAL)

21 PROVIDER:

22 MEXICAN AMERICAN CONCILIO OF YOLO COUNTY

23 BY: *Leticia Gonzalez Pres.*

24 Authorized Representative

25 APPROVED AS TO FORM

26 CHARLES R. MACK

27 COUNTY COUNSEL

28 *Elizabeth A. Holtz*
COUNTY COUNSEL

EXHIBIT A
MEXICAN AMERICAN CONCILIO

MEXICAN AMERICAN CONCILIO OF YOLO COUNTY
716 MAIN STREET
WOODLAND, CA 95695
(916) 666-1088

HOURS: Monday through Friday - 8:30 a.m. - 5:00 p.m.

SERVICES:

The Mexican American Concilio will provide on a county-wide basis three types of services: information and referral, translation and advocacy.

INFORMATION & REFERRAL SERVICES:

These services shall be provided to all Yolo County residents who request assistance in utilizing available resources and who need assistance to overcome barriers in obtaining services and receiving benefits to which they might be eligible.

To augment this service, the Mexican American Concilio will be responsible for developing a plan for and updating the Human Services Directory in compliance with the Human Services Classification System.

TRANSLATION SERVICES:

These services shall be provided when Spanish-speaking clients must communicate with the traditional agencies such as social services, schools, hospitals and police. In addition, translation of written communications will be provided.

ADVOCACY SERVICES:

These services shall be provided to clients who do not understand the workings of a bureaucracy, public or private, and who are incapable of articulating on their own behalf. Further, clients will receive interpretation and assistance in completing forms and obtaining the necessary verifications for such agencies as Social Services, the Employment Development Department, Social Security and Legal Aid.

BK

FILED

AGREEMENT No. 80-268

SEP 9 1980

(Agreement for Consultant Services for
Communications Dispatch Planning).

PETER McNAMEE, Clerk
By Jan Chaser
DEPUTY

THIS AGREEMENT made and entered into this 9th day of September, 1980
by and between the County of Yolo hereinafter referred to as COUNTY and
TeleComm Consultants, Inc., hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

I. RECITALS:

- A. It is the intent of Yolo County to contract for consultant services for the planning, acquisition, and installation of communication consoles and associated equipment in a new Yolo County Dispatch Center.
- B. TeleComm Consultants, Inc., represents that it possesses the necessary background and expertise to provide the above described consultant services in keeping with the intent of Yolo County and agrees to provide those services under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

- A. CONTRACTOR shall provide services to COUNTY in accordance with Exhibit "A", attached hereto and incorporated by reference thereto. Failure by TeleComm Consultants, Inc. to provide services as described in Exhibit "A" shall constitute a material breach of this agreement and the COUNTY may, at its sole option, immediately terminate this agreement as provided in Paragraph X.
- B. The COUNTY shall cooperate with CONTRACTOR to provide access to information and coordinate with outside agencies as required to facilitate gathering of sufficient information for completion

1 of the project described in this agreement.

2 III. PAYMENT:

3 The COUNTY shall pay CONTRACTOR the sum of thirty-nine thousand
4 five hundred dollars (\$39,500) as follows: ten thousand dollars
5 (\$10,000) upon completion of Tasks 1 through 4 to include a written
6 preliminary report submitted to COUNTY for staff review; ten
7 thousand dollars (\$10,000) upon completion of Task 5 to include a
8 written report describing the COUNTY'S existing communication system,
9 alternative system concepts, and cost estimates for upgrading the
10 COUNTY'S dispatch system; five thousand dollars (\$5,000) upon
11 presentation to the County of written specifications on which the
12 COUNTY can distribute a request for bids; five thousand dollars (\$5,000)
13 upon award of a bid to a contractor for dispatch equipment; and
14 nine thousand five hundred dollars (\$9,500) upon COUNTY'S acceptance
15 that the new communication dispatch equipment has been properly
16 installed under the bid and is functioning satisfactorily.

17 The COUNTY will pay an additional five thousand dollars (\$5,000)
18 for completion of optional Task A upon submission to the COUNTY
19 a written report on the feasibility of installing a Computer Aided
20 dispatch system in conjunction with the new dispatch center.

21 IV. TIME TABLE:

22 Exhibit "B" shows the scheduled completion dates for tasks and written
23 reports. If CONTRACTOR does not complete the tasks or submit the
24 written reports within thirty (30) days of the completion date shown
25 in Exhibit "B" such failure shall constitute a material breach of
26 this agreement, and the COUNTY may, at its sole option, immediately
27 terminate this agreement without any further payment to CONTRACTOR.
28 The deadlines as shown in Exhibit "B" may be changed or amended by

1 mutual written consent by both and COUNTY and the CONTRACTOR if
2 necessary due to unforeseen circumstances. The COUNTY agrees to
3 review the preliminary design report and respond to CONTRACTOR
4 within three (3) weeks of presentation of preliminary report to COUNTY.

5 V. RELATIONSHIP OF THE PARTIES:

6 It is specifically understood and agreed that the CONTRACTOR is an
7 independent contractor and is not subject to the direction and control
8 of COUNTY except as to final result. CONTRACTOR shall be solely
9 liable and responsible to pay all required taxes and other obligations,
10 including, but not limited to applicable withholding and social security.
11 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any
12 liability which it may incur to federal or state government as a
13 result of this contract.

14 VI. NON-ASSIGNMENT:

15 This agreement is not assignable in whole or in part without written
16 consent of the COUNTY. Such consent, once given, shall not be deemed
17 to waive the requirement of consent by the COUNTY for any subsequent
18 assignment.

19 VII. SUBCONTRACT:

20 TeleComm Consultants, Inc. shall not enter into subcontracts for any
21 of the services contemplated under this agreement without first
22 obtaining written approval by the COUNTY.

23 VIII. WAIVER:

24 Any waiver by the COUNTY of any default, breach or condition of this
25 agreement shall not be construed as a waiver by the COUNTY of any
26 other default, breach or condition or any other right hereunder.

27 IX. FULL UNDERSTANDING:

28 This writing embodies the full understanding of the parties hereto

1 and is intended to supersede all other agreements between the parties
2 as to the subject matter contained herein, either written or oral,
3 prior or contemporaneous. No alteration or variation of any term
4 of this agreement shall be valid unless made in writing and signed by
5 the parties hereto or their successors in interest.

6 X. TERMINATION:

7 The COUNTY may terminate this agreement without notice for any
8 violation of any term or condition of this agreement by TeleComm
9 Consultants. Inc.

10 IN WITNESS WHEREOF, the parties hereto have executed this
11 agreement the 9th day of September, 1980.

12
13 County of Yolo, a political subdivision
14 in the State of California.

15 By:

Theresa J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS

16
17 TeleComm Consultants, Inc.

18 By:

Henry L. Richter
PRESIDENT

19
20
21
22
23
24
25
26
27 APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

28 By: *Elizabeth A. Holtz*
DEPUTY COUNTY COUNSEL

EXHIBIT "B"

TIMETABLE

<u>TASK</u>	<u>WRITTEN REPORTS DUE</u>	<u>COMPLETION DATE</u>
Tasks 1 - 4	Preliminary Report	December 1, 1980
Task 5	Final Report - Description of Existing System, Alternative System Concepts, and Cost Estimates	January 1, 1981
Task 5A	Equipment Specifications	January 15, 1981
Task A	Feasibility Study for Installation of Computer Aided Dispatch	January 1, 1981

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
S.D. 2 JULY 1970

Agreement No. 80-269

THIS AGREEMENT, made and entered into this 30 day of June, 19 80,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE

Director

AGENCY

State of California — Department of Aging

FEDERAL NO.

57794072

hereinafter called the State, and

E.O.C. of Yolo County, Inc.

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

WITNESSETH

It is mutually agreed between the parties that Section Five of Contract No. 57794071
dated December 21, 1979, is amended effective June 30, 1980 as follows:

5. In consideration of the on-going performance of the above, in a manner
considered satisfactory to the State, the State shall pay Contractor a
total amount not to exceed \$ 271,434, consisting of the following:
\$ N/A (Part B-Social Services) and \$ 270,501 (Part C-1-
Congregate Nutrition Service), \$ 5,750 (Part C-2 Home Delivered
Nutrition Services) and \$ 6,783 (C1) \$ N/A (C2) (USDA),
derived solely from federal funds; and, subject to the approval of the
Department of Finance, \$ N/A (State Nutrition Fund). All funds

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY

Department of Aging

BY AUTHORIZED SIGNATURE:

TITLE

Director

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A COMPANY,

PARTNERSHIP, ETC.)

BY AUTHORIZED SIGNATURE:

TITLE Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

ADDRESS Yolo County Courthouse
Woodland, CA. 95695

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR:

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

APPROPRIATION

FUND

S

—

Title III

Special Fund

UNENCUMBERED BALANCE

ITEM

CHAPTER

STATUTES

FISCAL YEAR

S

ABA. INCREASING ENCUMBRANCE

LINE ITEM ALLOTMENT

TS-02

85,750

S

ABA. DECREASING ENCUMBRANCE

S

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

F.U.A. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE
8/13/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1, 2,
have been complied with and this document is exempt from review by the Department of

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is the essence of this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

will be spent in accordance with the budget which is part of the approved Area Plan. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement, up to the total contract amount, upon receipt and approval by State of the monthly report of cash flow and request for funds (CDA-80) which is to be filed in duplicate (2).

All other terms and provisions of this contract remain unchanged.

RECEIVED SEP 11 1980

ok.

MODIFICATION

AGREEMENT NO. 80-270

REQUEST FOR MODIFICATION TO CONTRACT # 79-353

REQUEST DATE 8-28-80

CETA TITLE: IV YETP

CORRESPONDS TO ANNUAL PLAN MOD # -0-

PROGRAM NAME: Winters Joint Unified School District MOD # 002
Youth Employment & Training Program

Changes herein will have the following effect on federal government funds in this contract

☒ Unchanged ☐ Increased by \$ ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To modify programmatic activities for the calendar months of August and September of Fiscal Year 1980. The Winters Joint Unified School District begins formal instruction in the month of August and will accomplish the preliminary activities of the FY 81, Youth Employment and Training program during the last two (2) months of FY 80.

MODIFICATION

This modification will allow current year funds utilization for FY 81 programmatic preparation in the months of August and September of FY 80. Activities to be performed in this time frame will involve those outlined in Attachment I.

FILED

OCT 7 1980

PETER MCNAMEE, Clerk

By Rita Michelson DEPUTY

No Change \$15,803
New grant total and fixed price

John R. King
Signature of program operator

SEP 19 1980
Date

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MARIONER ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Lynda J. Thompson SEP 9 1980
Signature of Authorized Officer Date

OCT 1 1979
Effective date of modification

ATTACHMENT I: Winters Joint Unified School District, Modification 002
Title IV Youth Employment and Training Program

Within August and September of 1980 the Winters Joint Unified School District will utilize FY 80 contract funds to:

- A. Identify and qualify participants for YETP FY 81.
- B. Participant counseling and the development of individual programs.
- C. Participant enrollment into work experience positions.
- D. Initiate participant involvement in classroom training activities.
- E. Initiate referrals to the Prime Sponsor for continuing work with eligible graduating seniors.

End of Attachment I.

RECEIVED OCT 16 1980

RECEIVED SEP 11 1980

MODIFICATION

RECEIVED SEP 18 1980

AGREEMENT NO. 80-271

REQUEST FOR MODIFICATION TO CONTRACT # 79-389

REQUEST DATE 7-24-80

CETA TITLE: II D PSE

CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Sacramento Children's Home

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 3,194.00 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase the contract by the amount of overtime incurred but not previously budgeted for in the contract for the period 10-1-79 to 7-31-80.

To increase contract by amount of raise received by participant on 1-1-80

MODIFICATION

FILED

OCT 27 1980

PETER McNAMEE, Clerk

By Rickie M. Muehlen
DEPUTY

\$10,814.00

New grant total and fixed price

Quinn D. Johnson
Signature of program operator
Asst. Dir.

10-14-80
Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

Recommendation of the MAPC

☐ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY MAPC ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

SEP 9 1980

Quinn D. Johnson
Signature of Authorized Officer Date

8-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II D

CONTRACT NO. 79-389

☐ ORIGINAL ☒ REVISION NO. 001

DATE 7-24-80

Subgrantee Name and Address:

Contact Person: Bill Murdock

Sacramento Children's Home

Phone 452-3981

2750 Sutterville Rd

Period: From 10-1-79 To 9-30-80

Sacramento, CA 95820

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.									
APR.	12-1-79	to 7-31-80				9,112			9,112
MAY									
JUNE									
JULY									
AUG.						851			851
SEPT.						851			851
TOTAL									10,814

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPP.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.	12-1-79	to 7-31-80	8,022	1,090				9,112
MAY								
JUNE								
JULY								
AUG.			731	120				851
SEPT.			731	120				851
TOTAL			9,484	1,330				10,814

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Eric Hill, Dir. Director
Name and Title of Authorized Official
Eric Hill
Signature

For CETA Approval Only:

Shirley Thompson
Fiscal Officer
Shirley Thompson
CETA Director

Date

Date

TITLE II D

[illegible]

FILEL *pk*

SEP 16 1980

PETER McNAMEE, Clerk

By *[Signature]*

DEPUTY

AGREEMENT NO, 80-272

(Agreement to Provide Services as Consulting
Dietitian for the Yolo County Juvenile Hall)

THIS AGREEMENT made and entered into this 16th day of
September, 1980, at Woodland, California, by and between
the COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter called COUNTY, and CONSTANCE HIBBARD, RD,
hereinafter called DIETITIAN.

W I T N E S S E T H :

- I. In consideration of the covenants of COUNTY herein,
DIETITIAN agrees during the term of this Agreement
to perform the following services in accordance with the
minimum standards for Juvenile Halls adopted by the
California Youth Authority on September 5, 1978:
 - A. To review proposed monthly menus as supplied to the
Juvenile Hall by the Sheriff's Department;
 - B. To analyze menus as to their meeting of basic nutri-
tional requirements and to make recommendations in
accordance with her observations of menus as to
inadequacies;
 - C. To make at least monthly unannounced inspections of
food at its place of service in the Juvenile Hall.
- II. In consideration of the covenants of DIETITIAN herein,
COUNTY agrees to pay DIETITIAN the sum of FIFTY-FIVE (\$55)
DOLLARS per month on presentation of a claim therefor.
- III. IT IS MUTUALLY AGREED AS FOLLOWS:
 - A. In the performance of the work, duties and obligations
devolving upon her under this Agreement, DIETITIAN is

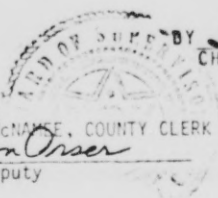
at all times acting and performing as an independent contractor practicing her profession as consulting dietitian. COUNTY shall not have nor exercise any control or direction over the methods by which DIETITIAN shall perform her work and functions except as specified elsewhere in this Agreement and except that DIETITIAN does by this Agreement agree to perform her work and functions at all times in strict accordance with currently approved methods and practices in her profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent and efficient and satisfactory manner.

- B. The term of this Agreement shall commence on July 1, 1980 and shall terminate on June 30, 1981; provided, however, this Agreement may be terminated by either party hereto by a 30-day written notice or intention to terminate said Agreement.
- C. DIETITIAN represents that she is registered with the American Dietetic Association and agrees to maintain such registration during the term of this Agreement.
- D. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding on the parties.
- E. This Agreement supersedes all prior Agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

ATTEST:
PETER McNAMER, COUNTY CLERK
By *John Orser*
Deputy



BY *Lynne J. Thompson*
CHAIRMAN OF THE BOARD OF SUPERVISORS

Constance Hibbard
CONSTANCE HIBBARD, RD

Approved as to Form
Dated 9/16/80
Ros Al
Counsel of Yolo County

FILED

BK

FOR YOUR FILE

Yolo County Agreement No. 80-273

SEP 16 1980

PETER McNAMÉE, Clerk
By *Jan Orser*
DEPUTY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974 (Public Law 93-383), AS AMENDED

1. NAME OF APPLICANT COUNTY OF YOLO	2. APPLICATION/GRANT NO. B-80-DS-06-0005
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code) 292 West Beamer Street Woodland, California 95695 (County of Yolo)	4. DATE OF APPLICATION June 20, 1980
	5. DATE OF HUD RECEIPT OF APPLICATION July 1, 1980
	6. ☒ Original Funding Approval ☐ Amendment, Amendment No. _____

All section references below are to the Housing and Community Development Act of 1974, as amended, unless otherwise indicated.

7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION
(Check only one)

a. ☐ Metropolitan Entitlement (Sec. 106)
b. ☒ Metropolitan Discretionary (Sec. 106)
c. ☐ Non-Metropolitan Entitlement (Sec. 106)
d. ☐ Non-Metropolitan Discretionary (Sec. 106)
e. ☐ Secretary's Discretionary (Sec. 107)
f. ☐ Categorical Program Settlement Grants (Sec. 103(b))

8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

a. Amount of CDBG Funds Currently Reserved for this Applicant. \$ 409,500
b. Amount of CDBG Funds Now Being Approved for this Applicant \$ 409,500
c. Amount of Reservation to be Cancelled (Line 8a minus 8b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	REC	ARE	DOCUMENT NO.	PROJECT NUMBER	- 5
	153						7082		
	176								
CATEGORY	AMOUNT 1	EFFECTIVE DATE	F	AMOUNT 2	SCHEDULE NO.				

9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans \$ -0-
b. Grant Amount Withheld for Payment of Principal and Interest on Loans Guaranteed Pursuant to Sec. 108 \$ -0-
c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans (Sec. 112(a)(1)) \$ -0-
d. Sum of lines 9a, 9b, and 9c \$ -0-
e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) \$ 409,500

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (Sec. 112(b))

- a. Amount of Surplus U.R. Funds Reserved for this Applicant \$ -0-
- b. Amount of Surplus U.R. Funds Now Being Approved \$ -0-
- c. Balance of Surplus U.R. Funds Available for Future Use (Line 10a minus 10b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH 1	TAC 2 153 176	PROGRAM 9	Y 12	A 13	REG 14	AREA 15	DOCUMENT NO. 18 7082	PROJECT NUMBER 23 30 35
CATEGORY 36	AMOUNT 1 41 45 50	EFFECTIVE DATE 54	F 60	AMOUNT 2 61 65 70	SCHEDULE NO. 74 79			

11. MAXIMUM AMOUNT OF LOAN GUARANTEE COMMITMENT AVAILABLE AND AMOUNT NOW BEING APPROVED

- | | |
|--|----|
| a. Applicant's Latest Entitlement Amount - \$ _____ x 3 | \$ |
| b. Grant Amount Required by HUD to be Applied to Urban Renewal Loans | \$ |
| c. Amount of Outstanding Loans (Including Principal and Interest Thereon) Guaranteed Pursuant to Section 108 | \$ |
| d. Amount of Outstanding Loan Guarantee Commitments Approved Pursuant to Section 108 | \$ |
| e. Maximum Amount of Loan Guarantee Commitment Available (Line 11a minus 11b, 11c, and 11d) | \$ |
| f. Amount of Loan Guarantee Commitment Now Being Approved | \$ |

12. RECIPIENT OF LOAN GUARANTEE (Check Applicable Box)

- a. ☐ Applicant Identified in Block No. 1
- b. ☐ Public Agency Designated by Applicant as Grantee to Receive Loan Guarantee (Name and Address)

N/A

13. Waiver of Certain Application Requirements for Section 106 Grants

- ☐ The application requirements of Section 104(a)(1), (2) and (3) are waived pursuant to Section 104(b)(3), except
1 as indicated below:

N/A

14. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities N/A

- ☐ HUD has determined that the activities described in the application as supporting community development needs
1 having a particular urgency, as specifically described in the application, are designed to meet such needs.

15. Environmental Review Actions

- (a) ☐ 1 The Applicant lacks legal capacity to assume environmental responsibilities under Section 104(h). HUD has prepared and circulated a final Environmental Impact Statement on the application.
- (b) ☒ 2 The Applicant has legal capacity to assume environmental responsibilities under Section 104(h) and has submitted requests for release of funds and certifications approved by HUD under Section 104(h)(2) for all projects which are subject to the environmental review requirements of 24 CFR Part 58 and require HUD release of funds, except those listed under Item 16(a) hereof.

16. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except as provided under subsection (a), is prohibited without the further express written authorization of HUD.

- (a) Projects requiring HUD written release of funds under Section 104(h)(2): *(However, funds may be obligated or utilized for: (1) the payment of reasonable administrative costs related to the planning and execution of projects listed in this subsection and (2) other related activities specified under 24 CFR 58.21 as exempt from environmental review requirements, including eligible planning, design, and environmental activities.)*

N/A

- (b) Sec. 105 (a) (8) public services determined necessary or appropriate for which other Federal assistance may be available:

N/A

- (c) Sec. 105 (a) (2) flood or drainage facilities for which other Federal assistance may be available:

N/A

- (d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities.
- (e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 18.)

N/A

17. Ineligible Activities Reducing Section 106 Grant Entitlement

- ☐ Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below:

1

Proposed Activity

Amount

Total:

N/A

18. Special Conditions and Modifications of Grant Agreement

NONE

☐ Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended, and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on September 1, 1980.

Date: SEP 3 1980

Secretary of Housing and Urban Development

By: Henry Dickson

(Signature)

APFA MANAGER

(Title)

Date Applicant notified that funding has been authorized: SEP 3 1980

ACCEPTANCE PROVISIONS

The Grant Agreement, authorized by the Department of Housing and Urban Development on SEP 3 1980
under the Funding Approval for application/grant number B-30-DS-06-0005
is hereby accepted by the Applicant as Grantee under the Agreement, and the Applicant/Grantee agrees to comply, and to
accept responsibility for compliance by any public agency designated as Grantee to receive loan guarantee assistance and by
any public or private non-profit entity, local development corporation, or small business investment corporation carrying
out grant activity on behalf of the applicant, with the terms and conditions of the Agreement, applicable law, regulations
and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

COUNTY OF YOLO

(Name of Applicant/Grantee)

By:

Lynla J. Thompson

(Signature of Authorized Official)

CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

(Title)

9-16-80

(Date)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
GRANT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

2.

(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

4.

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

5.

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

7.

relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

8.

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings;

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

10.

provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 111 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

11.

as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payments of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964:

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

13.

such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

14.

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee,
Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

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consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

BK
FILED

SEP 16 1990

PETER McNAMEE, Clerk

AGREEMENT NO. 80-274

By *Peter McNamee* 2 DEPUTY THIS AGREEMENT is made this 16th day of September,

1980, by and between the SACRAMENTO-YOLO PORT DISTRICT, a public corporation, (hereinafter referred to as "DISTRICT"), and the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY");

W I T N E S S E T H:

RECITALS:

1. It is the desire of DISTRICT and COUNTY to enter into an agreement for the preparation of a study of property located within the boundaries of the COUNTY and adjacent to the Deep Water Ship Channel. Such study shall be for the purpose of determining where along the Ship Channel such property should be planned to accommodate heavy industry of the type that would be expected to utilize the Ship Channel for water transportation with wharves and, in connection therewith, to consider other types of land uses as well.

2. It is further the desire of DISTRICT and COUNTY to arrange for a consultant for such study, a Citizen's Advisory Committee and payment of the costs of such study.

AGREEMENTS:

1. A study will be conducted by COUNTY and DISTRICT to determine what property within the boundaries of COUNTY and located along the entire length of the Deep Water Ship Channel within the boundaries of COUNTY should be planned to accommodate heavy industry of the type that would be expected to utilize the

1 Channel for water transportation with wharves. In the process due
2 consideration will be given to other types of land uses, the
3 interface between heavy industrial use and other uses, availabil-
4 ity of land transportation, utilities and such other related
5 matters.

6 2. The study will be performed by a consultant. The consultant
7 shall be retained by COUNTY and approved by DISTRICT. Such
8 consultant will work closely with the Advisory Committee as
9 hereinafter referred to and COUNTY and DISTRICT staff. Such
10 consultant shall prepare a written report to be rendered to
11 COUNTY'S Planning Commission.

12 3. A Citizen's Advisory Committee shall be created consisting
13 of not more than nine (9) interested individuals. Three of the
14 nine will be appointed by the DISTRICT'S Commission with the
15 possibility that one or more may be commissioners of the
16 DISTRICT. The remaining members of the Citizens Advisory Commit-
17 tee shall be appointed by the Board of Supervisors of COUNTY.

18 4. Following the completion of the report, the COUNTY will
19 hold the necessary hearings promptly after receipt of the report
20 and take the necessary steps to designate the area which will
21 ultimately be utilized for heavy industrial use. Such action may
22 be by amendment of the General Plan of COUNTY or other satisfac-
23 tory means.

24 5. Costs allocated to the study include the cost of the
25 consultant and the cost of personnel for services not covered by
26 the normal compliment of employees of either the DISTRICT or

COUNTY. Both DISTRICT and COUNTY shall bear their own overhead costs.

6. The COUNTY shall be responsible for all payments to be made in connection with the study. DISTRICT agrees to pay 50% of the study costs upon presentation of billings from the provider of the services up to a maximum of \$25,000.00.

7. Such consultant's report shall be available no later than four (4) months from the date the consultant is retained.

8. It is the intent of the parties that such areas as may be designated for heavy industrial use be so designated within one year from the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision
of the State of California

By: *Theresa J. Thompson*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: *Jan Orsen*
Deputy

(SEAL)

SACRAMENTO-YOLO PORT DISTRICT, a public
corporation

By: *Louis H. Campbell*

FILED

1
SEP 16 1980

2
PETER McHAHLEE, Clerk

By *[Signature]*
DEPUTY

AGREEMENT NO. 80-275

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2970
(Northport Industrial)

4
5 THIS AGREEMENT is made and entered into on this 16th day of
6 September, 1980 , by and between CSC INVESTORS, a general partnership
7 hereinafter referred to as "Subdivider" and the County of Yolo,
8 hereinafter referred to as "County".

9 WHEREAS, the Subdivider proposes to subdivide and develop
10 that area known and referred to as Subdivision No. 2970, and
11 promises to present plans and specifications for the development
12 thereof.

13 NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

14 1. That Subdivider will develop and construct in and ad-
15 jacent to said Subdivision No. 2970 public improvements including
16 but not limited to street improvements consisting of concrete
17 curbs, gutters and driveway aprons, asphalt paving and base,
18 water distribution system, waste water collection system, and
19 on site and off site storm drainage facilities necessary to
20 adequately drain said subdivision in accordance with the
21 standards imposed by law. All plans and improvements shall be
22 in accordance with Yolo County Improvement Standards and
23 Specifications and shall be approved by the Department of Public
24 Works. Said improvements shall be completed in good and work-
25 manlike manner within twenty-four months after the date hereon,
26 and upon satisfactory completion shall be relinquished to the
27 agency of jurisdiction as agreed upon herein.

28
///

///

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual costs of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit \$ 10,205.18 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of

1 action filed by any person or persons claiming damage caused
2 by the development of said Subdivision No. 2970.

3 6. That Subdivider will furnish County evidence acceptable
4 to the County of insurance, insuring County against Claims for
5 personal liability and property damage arising in the course
6 of construction of improvements required herein in the sum of
7 \$500,000.00 in respect to personal injuries and/or death of any
8 one person. \$1,000,000.00 in respect to personal injuries or
9 death for any one occurrence and \$500,000.00 in respect to
10 property damage in any one occurrence.

11 7. That Subdivider shall notify the Director of Public
12 Works of the commencement of the work of improvements.

13 8. That the completion of the development of said Subdivision
14 No. 2970 shall be the date as of which the Board of Supervisors
15 shall, by resolution duly passed and adopted, accept said im-
16 provements according to said plans and specifications, as modified,
17 if such modification is required under the terms hereof, and the
18 Subdivider is notified thereof in writing. Neither passage of
19 said resolution hereinabove referred to, nor periodic or progress
20 inspection or approval shall bind the County to accept said im-
21 provements, or waive any defect in the same or any breach of this
22 agreement. Acceptance of any part or state of said improvements
23 shall not be final until the written notice of final acceptance
24 of all the improvements shall have been delivered to the Sub-
25 divider as herein required.

26 9. That the Subdivider agrees to remedy any defects in the
27 improvement arising from faulty or defective construction of said
28 improvements occurring within twelve (12) months after acceptance thereof.

1 10. If the construction of the work or improvement should be
2 delayed without fault of Subdivider, the time for the completion
3 thereof may be extended by the County for such period of time as
4 the County may deem reasonable.

5 11. That should the Subdivider fail to construct said im-
6 provements, repairs, or corrective work within the time or times
7 specified in this Agreement or amendments thereto the County may,
8 at its option, complete the same and recover the cost thereof
9 from the Subdivider.

10 12. Where required pursuant to the provision of Section
11 66496 of the California Government Code the Subdivider shall
12 furnish the County a bond or cash deposit in the amount of
13 \$ 450.00 guaranteeing payment of the cost of setting
14 monuments of survey.

15 13. It is mutually understood and agreed that when the work
16 of improvement is accepted as defined herein, fifteen percent
17 (15%) or five hundred dollars (\$500.00), whichever is greater,
18 of the "Improvement Security" shall be retained by the County to
19 guarantee the faithful performance of the provisions of Paragraph
20 9 of this Agreement.

21 14. Any extension of time hereunder shall not operate to
22 release the surety on the Improvement Securities filed pursuant
23 to this Agreement. In this connection, the security waives the
24 provisions of Section 2819 of the Civil Code of the State of
25 California.

26 15. The acceptance by County of bonds required herein is
27 conditioned upon surety's fulfillment of the prerequisites set
28 forth in Rule 242(a), formerly Rule 29 (a) of the Rules for the

1 Superior Court, State of California.

2 16. Time is of the essence of each and all the provisions
3 of this Agreement, and the provisions of this Agreement shall
4 extend to and be binding upon and inure to the benefit of the
5 heirs, executors, administrators, successors, and assigns of the
6 respective parties hereto.

7 IN WITNESS WHEREOF, the parties have hereto set their signatures
8 as of the date first above named herein.

9 COUNTY OF YOLO

10 By Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

11 SUBDIVIDER

12 CSC INVESTORS, a general partnership

13 By William E. Roberts President
CARDINAL GENERAL CONTRACTORS, INC, Partner

14 By _____

15 By _____

16 ATTEST:

17 PETER McNAMEE, County Clerk

(SEAL)

18 y. Jan Orser
(Deputy)

19 Recommended for Approval to the Board
20 of Supervisors of the County of Yolo:

21 Lynda J. Roberts
22 Director of Public Works

23 APPROVED AS TO FORM:

24 [Signature]
County Counsel

25 Dated: 9-16-80
26
27
28

REEMENT —

APPROVED BY THE
ATTORNEY GENERAL

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

BK

ORNIA
4/751

YOLO COUNTY AGREEMENT NO. 80-276

REEMENT, made and entered into this 9th day of July, 19 80,
State of California, by and between State of California, through its duly elected or appointed,
ified and acting

FILE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Secretary-Manager	40th DISTRICT AGRICULTURAL ASSOCIATION	9-80
hereafter called the State, and		
COUNTY OF YOLO		

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

THE CONTRACTOR AGREES: To supply all labor, materials, tools and equipment necessary for the satisfactory installation of sidewalks and gutters on the south side of fairgrounds boundry on Gibson Road, at the grounds of the 40th District Agricultural Association, in accordance with the following specifications on file in the office of the Secretary-Manager of the Association.

Specifications are as follows;

1. A2-6 curb and gutter, excl. drives 1,220 ft.
2. Comm drives 3 @ 4' (1 x 10' & 2 x 5')
3. Sidewalk 4.5'
4. Spl. corner conc. walk

5. Increase sidewalk to 10' from N.E. Corner (East and Gibson) to ped. gate 4400 'SF
contingency for drive aprons (A.C.)

The above specifications are by reference herein made a part of this contract. Work to begin upon approval of this contract by the Department of General Services and completed within 60 calendar days after July 1, 1980.

FILED

SEP 16 1980

PETER MCMAHON Clerk
By [Signature]

The provisions on the reverse side hereof constitute a part of this agreement. (CONTINUED ON BACK OF AGREEMENT)
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY 40th District Agricultural Association		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) County of Yolo	
BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>	
TITLE Secretary-Manager		TITLE Chairman	
ADDRESS		ADDRESS Court House, Woodland, California 95695	
CONTINUED ON _____ SHEETS EACH BEARING NAME OF CONTRACTOR		AMOUNT ENCUMBERED \$20,000. -	
Department of General Services USE ONLY APPROPRIATE FUND Dep't of General Services APPROVED AUG 19 1980 BY <u>[Signature]</u> Asst. Chief Counsel		ENCUMBERED BALANCE \$ Funds available	
		ADJ. INCREASING ENCUMBRANCE \$	
		ADJ. DECREASING ENCUMBRANCE \$	
		ALLOTMENT Local Operating Funds	
		ITEM FUNCTION	
		STATUTES FISCAL YEAR	
		LINE ITEM ALLOTMENT	
		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	
		T.B.A. NO. B.R. NO.	
		DATE AUG 5 1980	
		SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY DIVISION OF FOOD AND AGRICULTURE DIVISION OF FAIRS & EXPOSITIONS	
		DATE AUG 5 1980	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The provisions of the attached Form 3A, Fair Employment Practices, are incorporated herein and made a part of this contract.

THE STATE AGREES: To pay the contractor a total of TWENTY THOUSAND (\$20,000) DOLLARS upon completion and acceptance of the work herein required.

This instrument shall not be effective unless it bears a stamp "Approved by (or in behalf of) the Director of General Services".

Director of General Services	Approved
CHD	Y8
Form 3A-10-10-10	

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (Std. Form 809) to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Notice to Labor Unions, Std. Form 808, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish, or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Section 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

* See Labor Code Sections 1411 - 1432.5 for further details.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

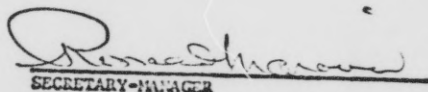
(c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

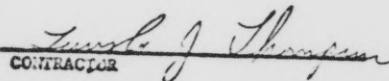
1. Spell out responsibilities for non-discrimination program in hiring, referral, up-grading, and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.


SECRETARY-MANAGER


CONTRACTOR

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. ~~The Contractor and the agents and employees of Contractor in the performance of this agreement shall act in their independent capacity and not as officers or employees or agents of State of California. See Below.~~

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

2. By this Agreement Contractor as a general employer lends its employee to the State Board of Corrections as a special employer and in doing so Contractor resigns full control of its employee to the State Board of Corrections for the term of this Agreement. The State of California agrees to indemnify, defend and save harmless the Contractor, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in the performance of this contract by the employee assigned to the State Board of Corrections pursuant to this Agreement.

II. Costs and Expenses

- A. The following expenses incident to the assignment of the employee shall be paid directly to the county employee by the County of Yolo in accordance with county laws:
1. Pay and allowances, including educational incentive pay as appropriate and regular salary increases for which the employee becomes eligible or is approved for general pay increases.
 2. All costs involving annual leave earned but not used on assignment.
 3. The County of Yolo's share of costs for health and life insurance and retirement coverage for the employee.
 4. Workmen's Compensation insurance costs, as needed.
- B. Salary will be paid in accordance with the procedures of the County of Yolo. The State, during the term of this agreement, shall pay to the county for services performed by the employee from the Yolo County Administrator's Department the actual costs of salary up to the sum of \$2,925 per month plus fringe/staff benefits (up to 34% of salary) as billed. See Attachment C. Workmen's Compensation shall apply to any work-related accident incurred by the employee within the scope of this agreement.
- C. The following expenses incidental to assignment of the employee will be paid by the State Board of Corrections in accordance with the laws governing its employees:
1. Costs of travel of the employee and transportation of household goods and personal effects to the place of assignment in accordance with the State of California Board of Control rules and regulations.
 2. Costs of travel for assigned travel required in the official performance of duties.
 3. Official space, utilities, and any equipment required in the official performance of duties.

III. Rights and Benefits

- A. The assignment of Leroy Ford to the State Board of Corrections during the assignment period shall not affect his/her status and rights as an employee of the County of Yolo, and he/she will be entitled to all sick leave, vacation, retirement, workmen's compensation, and other benefits of such county employees. During the contract period, he/she will be considered to be on assignment as a Correctional Consultant. The period of assignment shall be creditable in determining promotional status, retirement date, and for other benefit purposes as an employee of the county.

IV. Applicability of Rules, Regulations, and Policies

- A. The rules and policies governing the internal operation and management of the Board of Corrections will apply to the employee.
- B. The rules and policies of both the County Administrator's Department and the County of Yolo governing standards of conduct shall apply to the employee.

V. Reports

At the completion of this assignment, the State Board of Corrections will provide and forward to the Yolo County Administrator's Department a written evaluation of the employee's performance on the assignment.

- VI. A. This contract will commence on September 16, 1980 and will terminate September 15, 1981, and will be subject to renewal for a one-year period.
- B. The agreement can be terminated by either party with a written 30-day notice.

Attachment A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

DUTY STATEMENT

Attachment B

Under general direction of the Assistant Executive Officer (CEA II), the Corrections Consultant performs the following duties:

- 50: Advises, consults and provides on-going assistance to local corrections, professional organizations, probation personnel and academicians (such as chiefs of police, county sheriffs, chief probation officers, Chief Probation Officers Association and college administrators) on the \$6.6 million statewide Standards and Training of Local Corrections and Probation Officers Program. Activities include assisting the Assistant Executive Officer in formulating regulations, policies, procedures and guidelines relative to the aforementioned training program; developing, revising, adopting, and promulgating minimum standards for recruiting and training local corrections and probation officers and determining applicability for inclusion in the California Administrative Code.
- 25: Designs job analysis and time and motion study instruments and methodologies geared to assessing tasks, knowledges, and abilities required to perform local corrections and probation duties; performs evaluation and research studies on personnel selection standards and training; provides on-site technical assistance and consultation to local corrections and probation agencies based upon training needs assessment; monitors participating agencies and organizations to verify compliance with training standards; makes recommendations to Assistant Executive Officer relative to certification and decertification of training programs; designs and evaluates studies for reimbursement to local government for costs of training; and gathers, coordinates, and compiles current information on developments in standards and training for correctional personnel.
- 15: Prepares reports to the Legislature on the program as well as responses to inquiries, requests and other materials received relevant to local corrections and probation training.
- 10: Participates on ad hoc committees and work groups related to local corrections and probation training; and performs other duties as required.

Attachment C

Salary:	<u>\$ 2,925</u>
Retirement:	<u>357</u>
OASDI	<u>195</u>
etc.	
Management Benefit Package	<u>217</u>
(Health & Dental Insurance,	
Life Insurance, Job Related	
Training).	
Unemployment Insurance	<u>18</u>
Worker's Compensation	<u>28</u>
	 \$ 3,740

BK
FILED

YOLO COUNTY AGREEMENT NO. 80-278

OCT - 9 1980

PETER McNAMARA, Clerk

COUNTY OF YOLO, CALIFORNIA

By *[Signature]*

DEPUTY

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 16th day
of September, 1980, by and between

R. C. Collet, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

the Cross Taxiway at the Yolo County Airport

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

Cross Taxiway at Yolo County Airport

(Plan Index No. na) (WO # 1552)

Approved August 19, 1980 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within fifteen (15) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and hereby
contracts to pay the same at the time, in the manner and upon
the conditions above set forth; and the County and the Contractor
for themselves, their heirs, executors, administrators,
successors and assigns, do hereby agree to the full performance
of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor,
I certify that I am aware of the provisions of Section 3700 of
the Labor Code which require every employer to be insured against
liability for workmen's compensation or to undertake self-
insurance in accordance with the provisions of that code, and I
will comply with such provisions before commencing the perfor-
mance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in
accordance with the provisions of the California Labor Code, that
the Board of Supervisors of the County of Yolo has ascertained
the general prevailing wage rates applicable for the work to
be done, and that said prevailing wage rates are as specified
in the Notice to Contractors as being adopted by the Board of
Supervisors in that certain resolution which resolution is
hereby referred to for a statement of said rates and said rates
are incorporated herein by this reference as governing the
minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Clearing & Grubbing	LS	\$3,175.00	\$3,175.00
2	Taxiway Embankment (F)	510 C.Y.	2.60	1,326.00
3	Taxiway Excavation (F)	140 C.Y.	2.60	364.00
4	Aggregate Base	1,193 Tons	8.00	9,544.00
5	AR 4000	12 Tons	28.00	336.00
6	Paving Aggregate	227 Tons	28.00	6,356.00
7	15" L.H. C.M.P.	48 Ft.	20.00	960.00
(F) Denotes final pay quantity.				
TOTAL CONTRACT AMOUNT.....				\$ 22,051.00
A-3				

IN WITNESS WHEREOF, the parties to this agreement have
hereunto set their hands the year and date first above written.

APPROVED:

[Signature]
(County Counsel)

COUNTY OF YOLO

BY [Signature]
Chairman of the Board of
Supervisors

ATTEST:

Peter McNamee, Clerk

By [Signature], Deputy

BY [Signature]
ALBERT C. POWELL - V.P.
R.C. COLLETT, JR.
P.O. Box 1069
WOODLAND, CA
Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors.
License No. 244215-A

Amendment *BK*

YOLO COUNTY AGREEMENT NO. 80-279

Number #1

Group Policy Number 13-01-0230-01 issued to Yolo County

as of 12/01/77 is amended as follows:

Effective 7-1-80 the indemnity plan for the county of Yolo shall be the United Healthcare Option Plan as detailed in the United Option Plan Summary of Medical Expense Benefits 12-154 11/79 attached. The Safeco "110" Plan is cancelled as of midnight June 30, 1980.

FILED

DEC 1 1980

B. J. [Signature] **CLERK**
DEPUTY

All other terms and conditions of the participation agreement which are not affected by this Amendment are unchanged. Any increased benefits will become effective as of the amendment effective date for all employees actively at work full time, otherwise the increased benefits will become effective on the day the employee returns to active full-time work.

This amendment becomes effective as of

Thyla J. Thompson
Acceptance by (Participating employee's Signature)
THYLA J. THOMPSON, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS
Title

United Healthcare Corporation

[Signature]
Secretary

September 23, 1980
Date

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

[Signature]
DEPUTY COUNTY COUNSEL



BK

AGREEMENT NO. 80-280

(Agreement Amending Agreement No. 80-232, providing for changed method of payment)

THIS AGREEMENT, made and entered into this 23rd day of September, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Community Care Continuum, a private non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S:

RECITALS:

1. The parties hereto wish to amend Agreement No. 80-232 in order to change the method of monthly payments.

AGREEMENTS:

1. Agreement 12, paragraph a, on page 10 of Agreement No. 80-232 is hereby amended to read:
 - a. Upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of the invoice which attaches the statistical report described hereinabove in Agreement 1 b, details work performed in the preceeding month by program element, certifies that sub-contractors have been paid, and claims the amount due for the month, and upon the acceptance by the Director of Mental Health Services of the statistical report as complete and reflective of the satisfactory progress of PROVIDER towards its objectives, COUNTY will advance PROVIDER'S costs per month for services rendered in accordance with the program element budgets attached as Exhibit "D" and incorporated herein by reference thereto. Changes within major object totals and transfers of less than 10% between major object totals may be made by PROVIDER upon written notice to AGENCY, except that no changes

1 may be made to the budgeted Fixed Assets Total.

2 2. All other provisions of said Agreement No. 80-232 shall remain in full
3 force and effect as written in said agreement for the term thereof.

4 IN WITNESS WHEREOF, the parties hereto have executed this agree-
5 ment as of the day and year hereinabove setforth.

6 COUNTY OF YOLO, a political subdivision
7 of the State of California

8 Lynda J. Thompson
9 CHAIRMAN OF THE BOARD OF SUPERVISORS

10 ATTEST:

11 PETER McNAMEE, CLERK

12 BY Jan Orser
13 DEPUTY

YOLO COMMUNITY CARE CONTINUUM

14 BY James S. Chelmsley
15 PRESIDENT

16 MENTAL HEALTH SERVICES

17 BY C. Thomson
18 DIRECTOR

19
20 APPROVED AS TO FORM

21 CHARLES D. MACK
22 COUNTY COUNSEL

23 BY R. M. [Signature]
24 DEPUTY COUNTY COUNSEL

FILED

OCT 20 1980

PETER McNAMEE, Clerk

By

2

DEPUTY

AGREEMENT NO. 80- 281

(Agreement to Use Buildings)

THIS AGREEMENT, made and entered into this 23rd day of September, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and the Washington Unified School District of Yolo County, California, hereinafter called DISTRICT,

W I T N E S S E T H:

I. RECITALS:

A. DISTRICT owns a building consisting of two rooms each, 30' X 32' with kitchen and open space. The building is not currently needed by DISTRICT for classroom use.

B. COUNTY desires the use of said building for the operation of its Day School Program by the Social Services Agency and for other purposes reasonably related thereto.

II. AGREEMENTS:

A. Use Granted. DISTRICT hereby grants to COUNTY, on the terms and conditions hereinafter set forth, permission and authority to use the premises hereinafter described for the purposes of operation of COUNTY'S Day School Program by the Social Services Agency, and other reasonably related purposes. COUNTY shall have non-exclusive access to said premises.

B. Hours of Use. COUNTY'S right to use and occupy the herein described premises shall be limited to the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, for the term of this agreement. DISTRICT hereby reserves to itself the right to use said premises as it deems necessary at all other times.

C. Description. The premises subject to this use agreement are situated

1 at the DISTRICT'S Bryte School, Town of Bryte, County of Yolo, consisting of
2 one building containing two rooms, each 30' X 32', together with kitchen and
3 open space.

4 D. Consideration. In consideration of the COUNTY's use of said
5 premises, COUNTY shall pay to DISTRICT a fee in the amount of Three Thousand
6 Five Hundred Dollars (\$3,500). Said fee shall be due and payable on the first
7 day of June, 1981.

8 E. Term of Agreement. The term of this agreement shall commence on the
9 date of its execution, and shall terminate on June 30, 1981.

10 F. Use. The premises shall be used and occupied only for the purposes
11 of operation of a day school program by the COUNTY'S Social Services Agency,
12 and other purposes reasonably related thereto. COUNTY shall be wholly
13 responsible for the program and its operation.

14 G. Utilities. DISTRICT shall pay all charges for utilities used on the
15 premises during the lease term.

16 H. Repairs and Alterations.

17 1. DISTRICT agrees to maintain and repair the interior and
18 exterior water and sewer lines, electrical service and circuits, roof,
19 heating, air conditioning, hot water heating, walls and windows. COUNTY agrees
20 to furnish custodial service and maintain the interior of the premises in the
21 condition as it existed upon initial use, ordinary wear and tear excepted.

22 2. COUNTY will not commit, or suffer to be committed, any waste
23 upon said premises, or any public or private nuisance; and COUNTY will not
24 make or suffer to be made, any alterations of the premises, or any part
25 thereof, without the written consent of DISTRICT first had and obtained and
26 any additions to, or alterations of, the said premises, except moveable

1 furniture and trade fixtures, shall become at once a part of the premises and
2 belong to DISTRICT.

3 I. Assignment. DISTRICT and COUNTY agree that this is an agreement to
4 grant a license to COUNTY, and that the COUNTY's right is personal and not
5 assignable.

6 J. Exculpatory Clause. COUNTY agrees to indemnify and save DISTRICT
7 harmless from and against any and all claims arising from any acts, omissions,
8 or negligence of COUNTY, or its contractors, licensees, agents, servants, or
9 employees.

10 K. Insurance. During the term of this agreement, COUNTY shall, at its
11 own expense, maintain in full force, a policy or policies of public liability
12 insurance insuring DISTRICT and COUNTY against liability for injury to persons
13 and property, and for death of persons arising from any accident, injury or
14 damage occurring in, on, or about the premises, or any portion of them arising
15 from any act, omission, or negligence of COUNTY or its contractors, licensees,
16 agents, servants, or employees. The liability under such insurance shall be
17 not less than One Hundred Thousand Dollars (\$100,000) for any one person
18 injured, or killed, not less than Three Hundred Thousand Dollars (\$300,000)
19 for any one accident, and not less than Fifty Thousand Dollars (\$50,000) for
20 property damage.

21 L. Option to Extend. The parties agree that COUNTY shall have an option
22 to extend this agreement for subsequent school years for the same fee, subject
23 only to DISTRICT'S need to utilize the premises as a school facility. Notice
24 of intent to exercise the option will be furnished by June 30, and DISTRICT
25 shall determine the availability of the premises for the following school year
26 by July 31.

1 M. Notices. All notices to be given COUNTY by DISTRICT shall be given
2 in writing signed by competent DISTRICT authority. Notices to DISTRICT shall
3 be given in writing personally or by depositing the same in the United States
4 Mail, postage prepaid, and addressed to DISTRICT at 930 West Acres Road, West
5 Sacramento, California, 95691.

6 N. Conditional Limitations. Each term and each provision of this
7 agreement perforable by COUNTY shall be construed to be both a covenant and a
8 condition.

9 O. Waiver. One or more waivers by DISTRICT of any covenant or condition
10 shall not be construed as a waiver of a subsequent breach of the same or any
11 other covenant or condition. DISTRICT'S consent to or approval of any act by
12 COUNTY requiring DISTRICT'S consent or approval shall not be deemed to waive
13 or render unnecessary DISTRICT'S consent to or approval of any subsequent
14 similar act by COUNTY.

15 P. Construction. The marginal headings or titles to the paragraphs of
16 this agreement are not a part of this agreement and shall have no effect upon
17 the construction or interpretation of any part of said agreement.

18 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
19 the day and year first above written.

20 DISTRICT

21 BY

Wm. L. Kier
PRESIDENT, BOARD OF TRUSTEES

22 COUNTY

23 BY

Theresa J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

24 ATTEST:

PETER McNAMEE, CLERK

25 BY

Jan Orser
DEPUTY
(SEAL)
CLERK

FILED *PK*

SERIES 100

AGREEMENT NO. 80-282

PETER M. MEE, Clerk

(SUMMER HOUSE, INC.)

Don Orser

3 DUTY THIS AGREEMENT, dated for convenience this 23rd day of September

4 1980, by and between the COUNTY OF YOLO, a political subdivision of the State
5 of California, hereinafter referred to as "COUNTY", and SUMMER HOUSE, INC., a
6 non-profit corporation hereinafter referred to as "PROVIDER".

7 W I T N E S S E T H:

8 RECITALS:

9 A. COUNTY is desirous of making provisions for residential, transition
10 and respite care services for developmentally disabled persons who are citizens
11 of Yolo County.

12 B. PROVIDER is a non-profit corporation capable of providing such
13 service.

14 C. PROVIDER represents that it possesses the necessary facilities and
15 supplies to provide the desired services.

16 D. PROVIDER agrees to carry out the services for COUNTY described
17 herein under the terms and conditions set forth in this agreement.

18 AGREEMENTS:

19 1. PROVIDER shall provide within their resource limitations those services
20 described in Exhibit A, which is attached hereto and incorporated by this
21 reference.

22 2. PROVIDER hereby promises and undertakes to use all of said funds
23 exclusively for those services described in Exhibit A. PROVIDER shall be
24 liable to the COUNTY for funds improperly expended.

25 3. PERSONNEL. PROVIDER shall assign only competent personnel to perform
26 services pursuant to this agreement.

27 4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any
28 portion thereof may be assigned or subcontracted by PROVIDER without the

1 express written consent of COUNTY, and any attempt by PROVIDER to assign or
2 subcontract any performance of this agreement without the express written
3 consent of COUNTY shall be null and void and shall constitute a breach of this
4 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will
5 include all the terms of this agreement in any such subcontract or assignment.

6 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harm-
7 less COUNTY, its officers, agents, and employees from and against all claims,
8 demands, losses, damage, liability, cost, and expenses of whatever nature,
9 including court costs and counsel fees accruing or resulting to any person,
10 firm or corporation who may be injured by PROVIDER in the performance of this
11 agreement.

12 6. INSURANCE.

13 A. Public Liability. During the term of this contract, PROVIDER
14 shall maintain in full force and effect a policy of public liability insurance
15 with minimum coverage in an amount satisfactory to COUNTY. If COUNTY so
16 requests, PROVIDER shall cause COUNTY to be named as an additional insured on
17 said policy and shall obtain a waiver of the insurer's right of subrogation
18 against COUNTY.

19 B. Worker's Compensation. During the term of this contract, PROVIDER
20 shall comply fully with the terms of the law of California concerning
21 worker's compensation. Said compliance shall include, but not be limited to,
22 maintaining in full force and effect one or more policies of insurance insuring
23 against any liability PROVIDER may have for worker's compensation.

24 7. TERMINATION. Either party shall have the right to terminate this
25 agreement at its sole discretion at any time upon sixty (60) days' written
26 notice to the other. COUNTY shall also have the right to terminate this
27 agreement immediately for failure of PROVIDER to comply with the terms and
28 conditions of this agreement. In the case of early termination, a final

1 payment will be made to PROVIDER upon receipt of a report covering compensation
2 earned to termination. In the event of such immediate termination, COUNTY may
3 proceed with the work in any manner deemed proper by the COUNTY. The cost to
4 COUNTY shall be deducted from any sum due to PROVIDER under this agreement,
5 and the balance, if any, shall be paid PROVIDER upon demand.

6 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
7 accounting records showing the services performed in connection with the per-
8 formance of this agreement, including working papers in any way associated with
9 the performance of this agreement and shall make such records available for
10 inspection by authorized representatives of COUNTY at any reasonable time
11 during the performance of the agreement, and for a period of three (3) years
12 from and after the date of final payment.

13 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making
14 and execution of this agreement, PROVIDER and any agents and employees of
15 PROVIDER are independent contractors and are not and shall not be construed to
16 be agents or employees of COUNTY or bind COUNTY to any obligation whatsoever.

17 10. TIME. Time is the essence of this agreement.

18 11. NO ALTERATION. No alteration or variation of the terms of this agree-
19 ment shall be valid unless made in writing and signed by the parties hereto,
20 and no oral understandings or agreement not incorporated herein, shall be
21 binding on any of the parties hereto.

22 12. LAWS.

23 A. PROVIDER shall comply fully with all applicable Federal, State,
24 and local laws, ordinances, regulations, and permits. PROVIDER shall secure
25 any new permits required by authorities having jurisdiction over the project,
26 and shall maintain any presently required permits.

27 B. In particular, the PROVIDER shall obtain and keep current an
28 adult group home license and child group home license as prescribed by the

1 State of California of Health.

2 C. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
3 and any other federal, state or local law or regulation which prohibits dis-
4 crimination on the basis of sex, race, religion, age, handicap, or ethnic
5 background in the hiring of employees or in providing services under this
6 agreement.

7 13. COMPENSATION. The consideration to be paid PROVIDER, as provided
8 herein, shall be in compensation for all of PROVIDER'S expenses incurred in
9 the performance hereof, including travel and per diem, unless otherwise expressly
10 so provided.

11 14. PROVIDER shall be responsible for the selection and procurement of
12 necessary supplies and incidentals for provision of services under this agree-
13 ment.

14 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
15 successors of each of the parties.

16 16. PAYMENT. The COUNTY, for and in consideration of the covenants, con-
17 ditions, agreements, and stipulations of the PROVIDER herein expressed, does
18 hereby agree to pay as total compensation to PROVIDER the sum of \$18,395 in
19 twelve (12) payments, for the months beginning July 1, 1980 and ending
20 June 30, 1981. PROVIDER shall submit a claim to the Director of Social
21 Services of COUNTY at the end of each month.

22 17. TERM. The term of this contract shall commence on July 1, 1980 and
23 end on June 30, 1981.

24 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are
25 held invalid, the remainder of this contract shall not be affected thereby,
26 if such remainder would then continue to conform to terms and requirements of
27 applicable law.

28

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision
of the State of California

BY:

Amber J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY

Jan Orser
DEPUTY
(SEAL)

PROVIDER:

SUMMER HOUSE, INC.

BY:

Patrick C. Merley
Authorized Representative

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY

Elizabeth A. Holly
DEPUTY COUNTY COUNSEL

EXHIBIT A
(SUMMER HOUSE, INC.)

SUMMER HOUSE, INC.
206 5TH STREET
WOODLAND, CA 95695
(916) 662-8493

HOURS: 24 Hour Residential Care for the Developmentally Disabled

SERVICES:

- ADULT RESIDENCE: Full time (24-hour) residential services are provided for up to ten developmentally disabled adults. Services included in the program are board and care, 24-hour supervision, and training in self-help and independent living skills.
- CHILDREN'S RESIDENCE: Full time (24-hour) residential services are provided for up to six developmentally disabled children who are unable to live in a family environment because of their inappropriate behavior. Services included in the program are board and care, 24-hour supervision, specialized educational services and self-help training.
- TRANSITION SERVICES: Home management services, disability management services and support services are provided to those adults who are capable of transitioning into independent living arrangements.
- RESPIRE SERVICES: Short-term respite care services are provided to Yolo County families with whom developmentally disabled members reside.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

YOLO COUNTY AGREEMENT NO. 80-283

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1980,
 the State of California, by and between State of California, through its duly elected or appointed,
 unified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

NUMBER

10490

Chief, Staff Services Br.

Department of Social Services

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
 hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The Department of Social Services hereinafter referred to as DSS and the County of
 Yolo, hereinafter referred to as County, enter into this Agreement,
 pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing
 the county as the entity responsible for performing licensing functions for DSS
 with respect to specified types of community care facilities which are located
 within the geographical area of the county.

1. The County shall:

- A. Perform the licensing functions described in Attachment 1, which is
 attached hereto and incorporated in this contract as though it were
 fully set forth herein, for all community care facilities within geographic
 area of the counties which are subject to licensing under DSS regulations
 relating to the following community care facility categories:

Kenny Medley
 Department of Finance
 Budget Division

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY

Department of Social Services

Yolo County

BY AUTHORIZED SIGNATURE:

David A. Mullin

BY AUTHORIZED SIGNATURE:

Thyla W. Thompson

TITLE

THYLA W. THOMPSON, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

ADDRESS: P. Box 1820

Woodland, California 95695

CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services

Use ONLY

FORM	POLICY	TRIGGER
Department of General Services		
APPROVED		
DEC 4 1980		
BY: <i>[Signature]</i>		
Asst. Chief Counsel		

AMOUNT ENCUMBERED

\$ 74,340

UNENCUMBERED BALANCE

\$

ADJ. INCREASING ENCUMBRANCE

\$

ADJ. DECREASING ENCUMBRANCE

\$

APPROPRIATION

FUND

TEM

CHAPTER

STATUTES

FISCAL YEAR

FUNCTION

LINE TEM ALLOTMENT

02 999 346100

I hereby certify upon my own personal knowledge that budgeted funds

are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209

have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Foster Family Home	711
Small Family Home Adults	715
Large Family Home Adults	725
Large Family Home Children	720
Family Day Care	810

- B. Implement, enforce, and comply with all laws, rules, regulations, standards, and policies of DSS pertaining to the licensing of the categories of facilities specified in paragraph 1A.
- C. Implement and comply with all procedures established by DSS including, but not limited to, procedures relating to the use of specified forms, procedures relating to the reporting of licensing statistics or information and procedures directed toward correcting deficiencies in the county's compliance with the duties described in paragraphs 1A and 1B.
- D. Furnish the necessary accommodations, materials and equipment to perform the duties described in paragraphs 1A, 1B and 1C.
- E. Employ and train staff of adequate number and qualifications to perform the duties described in paragraphs 1A, 1B and 1C.
- F. Permit DSS to inspect, review or otherwise monitor all activities procedures, records, reports or forms related to the performance of the duties described in paragraphs 1A, 1B and 1C.
- G. Communicate and cooperate with DSS District Offices, as necessary, to implement and enforce the requirements, in 1A, 1B and 1C above, for a licensee who operates separate state-licensed and county-licensed facilities and/or a licensee, currently licensed by the County, who is applying for a state-licensed facility category. Communication includes, but is not limited to, consultation with DSS staff and DSS access to County licensing records.

II. DSS shall:

- A. Provide to the county copies of all regulations, policies, procedures and forms related to the duties of the County described in paragraphs 1A, 1B and 1C.
- B. Assist the County in training the staff described in paragraph 1E.
- C. Reimburse the County for the administrative expenditures incurred in the performance of the duties described in paragraph 1A. Reimbursement shall be made, in arrears, after the end of each quarter upon submission of the forms specified by DSS. For the period July 1, 1980 through June 30, 1981 the total amount payable to the county under this contract shall not exceed \$84,340.

In executing this Agreement, the county understands that the State reimbursement is funded exclusively from funds appropriated in Item 312(H) of the Budget Act of 1980. No funds for reimbursement under this contract shall be derived from any other source, including funds allocated as Title XX Other Social Services.

- D. Retain the right to perform any or all of the duties described in paragraph 1A with respect to any community care facility in which the safety, physical or mental health, or financial security of the residents appears to be threatened. DSS will advise the county of any action taken pursuant to this paragraph.

I. General Provisions

- A. This contract shall be effective July 1, 1980 and shall expire June 30, 1981, except that the county may terminate the contract prior to March 31, 1981 by providing DSS with 90 days written notice that it intends not to continue its licensing activities with respect to all of the community care licensing categories specified in paragraph 1A, provided that the county may not terminate the contract after March 31, 1981 (90 days before expiration). Written notice shall be made to the Deputy Director, of Community Care Licensing Division, Department of Social Services, 744 P Street, Sacramento, CA 95814.
- B. Notwithstanding any other provision of this contract, should the county desire to alter the contract with respect to termination of part of the community care facilities licensing categories specified in Paragraph 1A, the same requirements for 90 day written notice as provided in paragraph 111.A for termination of the entire contract shall apply. The total amount payable to the County, as shown in paragraph 11. C., shall be adjusted if the county terminates any part of the categories listed in paragraph 1. A.
- C. It is mutually agreed that if the Budget Act of 1980 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event, DSS shall have no liability to pay any funds whatsoever to the county, or to furnish any other considerations under this contract and the county shall not be obligated to perform any provisions of this Agreement. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- D. In order to avoid any conflict of interest, it is mutually agreed that DSS will perform all licensing activities for any facility specified in Paragraph 1A which is owned wholly or in part by the county or by:
- All employees of the county probation department.
 - All county welfare department employees in units responsible for licensing of community care facilities, placement of children or adults in community care facilities, protective services to children or adults in community care facilities, or social service casework to children or adults in community care facilities.
 - Any individual employees of other county departments who personally perform social services casework or placement services for children or adults in community care facilities.
 - Any other county employee/licensee who will be involved in an adjudicated adverse action (suspension, revocation, or denial of licensure which will be contested), against the license of such employee/licensee.

- All elected or appointed county executives, including members of the Board of Supervisors and department heads.
- Any county employee whose status as a licensee results in a recommendation, by the county counsel, to the State Department of Social Services, that a conflict of interest may exist and whose status is found by the State Department of Social Services, Client Protection Services Branch (CPSB), to result in a conflict of interest.

Cases determined to be in conflict of interest in this incorporation should be transferred to the appropriate District Office on the following schedule:

- All cases being transferred due to an adjudicated adverse action against a county employee should be transferred at the time a Statement of Facts is submitted to, and approved by, the Client Protection Services Branch (CPSB) of the State Department of Social Services' Community Care Licensing Division. All case files should be available for transfer at that time. The CPSB consultant will take custody of the files and take responsibility for transferring them to the District Office. The county will be responsible for testifying at any subsequent hearing before the Office of Administrative Hearings and should retain duplicates of such records which will ensure their ability to provide accurate testimony.
 - All conflict of interest cases, other than those involving an adjudicated adverse action, should be transferred at license renewal time. Exceptions indicating a need for earlier transfer of cases should be brought to the attention of your CPSB consultant for a case by case decision by Community Care Licensing Division headquarters staff.
- E. In the event that licensing activities with respect to facilities specified in paragraph 1A are transferred to the county as a result of this Agreement or to DSS as a result of a termination of this Agreement, it is mutually agreed that all records relating to the licensure of facilities subject to such transfer shall be provided to the party assuming the licensing activity. In addition, the party losing the licensing activity shall provide reasonable assistance to the party assuming the licensing activity in completing applications, investigations, and legal actions initiated prior to the transfer.
- F. The reverse side of the Standard Agreement (STD. 2) is made part of this contract by reference.
- G. The Fair Employment Practices/Civil Rights Addendum attached hereto as Attachment 11 is made a part of this contract by Reference.
- H. Notwithstanding ~~any other provision~~ of this Agreement, the parties agree that this Agreement is entered into pursuant to the authority of the California Community Care Facilities Act and specifically Health and Safety Code 1511; that the County performs its duties hereunder as an agent of the State; and that any matter involving the responsibilities of the respective parties hereto shall be determined in accordance with the provisions of said Act, where applicable.

COMMUNITY CARE MANDATORY PROGRAM ACTIVITIES1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.
2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:
 - a. The law and regulations governing the licensing of community care facilities;
 - b. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and
 - c. The rights and responsibilities of the applicant.

2. APPLICATION

1. The provision of state applications, forms, and program information to potential applicants.
2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.
3. The receipt of a written application and supporting documents from applicants.
4. The receipt of verifying documents per regulations; including but not limited to:
 - a. Fingerprinting clearances;
 - b. Character and financial references; and
 - c. Fire, medical, and sanitation clearances.
5. A site visit(s) to determine that the facility complies with regulations.
6. Interview(s) with the applicant to discuss:
 - a. The legal requirements for licensing;
 - b. The application process and required forms;
 - c. The applicant's objectives, financial resources, plans for meeting regulation requirements, and suitability for licensing;
 - d. The availability of community resources;

- e. Suggestions of alternative strategies for meeting regulation requirements;
 - f. Regulation deficiencies; and
 - g. Development of a plan to correct all deficiencies.
7. Communication with the applicant throughout the application process regarding the application status.
 8. Evaluation of all documentation obtained to determine acceptable for licensure.
 9. Issuance of a license and special permits, as necessary.

3. PERIODIC EVALUATION

1. The completion of an unannounced period comprehensive site inspection visit for each facility, including facilities with provisional licenses. For child day care facilities the site inspection visit shall be completed not less than once every two years. For all other facilities, the visit shall be completed not less than annually. The visit shall include:
 - a. A determination regarding compliance with regulations;
 - b. The receipt of evaluations of the facility from placement workers, parents, or other parties;
 - c. Consultation with the licensee regarding compliance with regulations and improvement of the facility operation;
 - d. The identification of regulation deficiencies; and
 - e. The development and issuance of a written corrective action plan.
2. The documentation of site inspection visits.
3. The completion of follow-up visits as necessary to evaluate implementation of the corrective action plan.

4. RENEWAL LICENSING

1. The receipt and review of the renewal application and, as appropriate, verifying documents.
2. Evaluation of all documentation obtained to determine compliance with regulations and acceptability for continued licensure.
3. Issuance or denial of a license.
4. The termination of a license if the renewal application is not submitted by the renewal deadline (unless the renewal application is not submitted through no fault of the operator).

5. INVESTIGATION OF COMPLAINTS

1. The receipt of the complaint.

Maintenance of a complaint log showing facility name, date of receipt of complaint, nature of complaint, date of site visit, disposition.

2. A review of the case file to determine the facility's history of compliance with regulations.
3. Interviews with appropriate agencies or individuals to determine the facts.
4. The completion of a site inspection(s) visit within 10 days to:
 - a. Verify the legitimacy of the complaint;
 - b. Identify regulation deficiencies; and
 - c. Notify the licensee, in writing, of verified complain allegations and findings.
5. The development of a written corrective action plan.
6. Communication with complainant, placement agencies, parents, family, neighbors, or other parties, as well as the licensee, to notify them of the complaint or obtain substantiating evidence.
7. The documentation of all findings, identified deficiencies, corrective action plans, and evidence developed during the investigation.
8. Utilization of the above as they relate to unlicensed facilities.

6. LEGAL AND ADMINISTRATIVE REMEDIES

1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.
2. Notification to the Department of Social Services, Client Protection Services Branch, of the intent to deny the application or to revoke or suspend the license.
3. The preparation of the request for legal action and supporting materials as required by the State Department, local district attorney or Attorney General.
4. Appearances at formal/informal hearings and all court actions regarding these matters.
5. Assessment of civil penalties against facilities as appropriate.

7. OTHER LICENSING ACTIVITIES

1. Publish and make available a list(s) of licensed facilities.
2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility.
3. The compilation, review and reporting data required for state and local data systems.
4. The training of licensing staff in operation of the licensing program as referenced in paragraph 1E of this contract.
5. The DSS LIC 809 Form and Related Procedures (or a similar form and procedures) will be used to document all facility visits.
6. Travel to accomplish any of the above.
7. The communication of licensing-related information to placement agencies and other appropriate public agencies and private parties, that is unrelated to a specific facility activity as referenced above.
8. The referral of questions which are not specifically related to licensing to placement agencies, and other appropriate public agencies, and private parties.
9. Prepare and transmit to DSS a plan of corrective action for any deficiencies discovered during any scheduled reviews by DSS staff.

1b0112
CO.14:01-08
Project Code:110

FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUM

Fair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.
2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

FILED B

SEP 23 1980

AGREEMENT NO. 80-284

(YOLO COUNTY COALITION AGAINST HUNGER)

PETER RICHARD, Clerk

By Sam Green 3 DEPUTY THIS AGREEMENT, dated for convenience this 23rd day of September

1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and YOLO COUNTY COALITION AGAINST HUNGER, a volunteer agency hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency food for persons within Yolo County who are in need of such emergency food and have no other resources immediately available to provide for their sustenance.

B. PROVIDER is a volunteer agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written

1 consent of COUNTY shall be null and void and shall constitute a breach of this
2 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will
3 include all the terms of this agreement in any such subcontract or assignment.

4 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harm-
5 less COUNTY, its officers, agents, and employees from and against all claims,
6 demands, losses, damage, liability, cost, and expenses of whatever nature,
7 including court costs and counsel fees accruing or resulting to any person,
8 firm or corporation who may be injured by PROVIDER in the performance of this
9 agreement.

10 6. INSURANCE.

11 A. Public Liability. During the term of this contract, PROVIDER shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests,
14 PROVIDER shall cause COUNTY to be named as an additional insured on said policy
15 and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

16 B. Worker's Compensation. During the term of this contract, PROVIDER
17 shall comply fully with the terms of the law of California concerning worker's
18 compensation. Said compliance shall include, but not be limited to, insuring
19 against any liability PROVIDER may have for worker's compensation.

20 7. TERMINATION. Either party shall have the right to terminate this
21 agreement at its sole discretion at any time upon sixty (60) days' written
22 notice to the other. COUNTY shall also have the right to terminate this
23 agreement immediately for failure of PROVIDER to comply with the terms and
24 conditions of this agreement. In the case of early termination, a final
25 payment will be made to PROVIDER upon receipt of a report covering compensation
26 earned to termination. In the event of such immediate termination, COUNTY may
27 proceed with the work in any manner deemed proper by the COUNTY. The cost to
28

COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this

1 agreement.

2 13. COMPENSATION. The consideration to be paid PROVIDER, as provided
3 herein, shall be in compensation for all of PROVIDER'S expenses incurred in the
4 performance hereof, including travel and per diem, unless otherwise expressly
5 so provided.

6 14. PROVIDER shall be responsible for the selection and procurement of
7 necessary supplies and incidentals for provision of services under this agree-
8 ment.

9 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
10 successors of each of the parties.

11 16. PAYMENT. The COUNTY, for and in consideration of the covenants,
12 conditions, agreements, and stipulations of the PROVIDER herein expressed does
13 hereby agree to pay as total compensation to PROVIDER the sum of \$1,650 in
14 twelve (12) monthly payments, for the months beginning July 1, 1980 and ending
15 June 30, 1981. PROVIDER shall submit a claim to the Director of Social Services
16 of COUNTY at the end of each month. Each payment shall be in the amount of
17 \$137.50 .

18 17. TERM. The term of this contract shall commence on July 1, 1980 and
19 end on June 30, 1981.

20 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are
21 held invalid, the remainder of this contract shall not be affected thereby, if
22 such remainder would then continue to conform to terms and requirements of
23 applicable law.

24 19. The waiver of any breach of any provision of this agreement shall
25 not be construed to be a waiver of a breach of any other provision of this
26 agreement or of any such subsequent breach thereof.

1 IN WITNESS WHEREOF, this agreement has been executed by the parties
2 hereto.

3
4 COUNTY:

5 COUNTY OF YOLO, a political subdivision
6 of the State of California

7 BY *Angela J. Thompson*
8 CHAIRMAN OF THE BOARD OF SUPERVISORS
9 COUNTY OF YOLO, STATE OF CALIFORNIA

10 ATTEST:

11 PETER MCNAMEE, CLERK

12 BY *Jan Orser*
13 DEPUTY
14 (SEAL)

15 PROVIDER:

16 YOLO COUNTY COALITION AGAINST HUNGER

17 BY: *Dorothy L. Labow*
18 Authorized Representative
19

20
21
22
23
24 APPROVED AS TO FORM
25 CHARLES D. MACK
26 COUNTY COUNCIL

27 *Elizabeth A. Helz*
28 COUNTY COUNCIL

EXHIBIT A

(YOLO COUNTY COALITION AGAINST HUNGER)

YOLO COUNTY COALITION AGAINST HUNGER
412 C STREET
DAVIS, CA 95616
(916) 753-2894

SERVICES:

FOOD COLLECTION: Food is collected and purchased to supplement donations given to those organizations who respond to food requests throughout Yolo County.

FOOD DISTRIBUTION: Food is delivered to the distribution points in an effort to provide balanced diets to the people in need. Fresh foods are distributed upon receipt.

INFORMATION. Standards for food distribution, including nutrition chart and recipes, are made available to food distribution groups throughout Yolo County.

BK
FILED

SEP 23 1980

AGREEMENT NO. 80-285

PETER McNAYEE, Clerk
By *John Orser* SUBDIVISION IMPROVEMENT AGREEMENT
DEPUTY

Subdivision No. 2979

(Port Sacramento Industrial Park)

THIS AGREEMENT is made and entered into on this 23rd day of September, 1980, by and between PORT SACRAMENTO LAND COMPANY, a Delaware Corporation, hereinafter referred to as the "Subdivider" and the County of Yolo hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2979 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2979, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, asphalt paving and base, water supply and distribution systems, waste water collection system, and storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, and offsite improvements consisting of waste collection system, and storm drainage facilities in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date herein in good and workmanlike manner, and upon completion

relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County two good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee payments to contractors, laborers, and materialmen.

3. That Subdivider agrees pursuant to Section 66493 of the Government Code of the State of California to pay off any existing assessments in full or to deposit a bond payable to the County of Yolo, as Trustee for the assessment bond holders, guaranteeing the payment of existing special assessments.

4. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1167 prior to final acceptance of improvements and shall deposit \$27,000.00 for said purpose.

6. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2979.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of \$500,000 in respect to personal injuries and/or death of any one person, \$1,000,000 in respect to personal injuries or death for any one occurrence and \$500,000 in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

9. That the completion of the development of said Subdivision No. 2979 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said

improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this Agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. Where required pursuant to the provision of Section 66496 of the Government Code the Subdivider shall furnish the County

a bond or cash deposit in the amount of \$500.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 10 of this Agreement.

15. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all the provisions of this Agreement, and the provisions of the Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Ample J. Thompson
Chairman,
Board of Supervisors

ATTEST:

PETER McNAMEE,
County Clerk

By Jan Orser
Deputy

PORT SACRAMENTO LAND COMPANY

By W. Thompson

Recommended for approval to
the Board of Supervisors of
the County of Yolo:

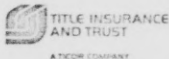
By Joe E. Erway

Lizell H. Roberts
Director of Public Works

APPROVED AS TO FORM:

SSA

TO 1945 CA (16-74)
(Corporation)



STATE OF CALIFORNIA }
COUNTY OF Yolo } SS.

On Sept. 10, 1980 before me, the undersigned, a Notary Public in and for said

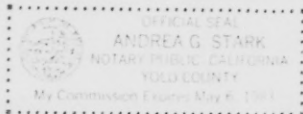
State, personally appeared E.W. Christman

known to me to be the Vice President, and Joe E. Erway

known to me to be the Vice President Secretary
of the corporation that executed the within Instrument,
known to me to be the persons who executed the within
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

Signature Andrea G. Stark



BK
FILED

SEP 23 1980

PETER McNAMISE, Clerk

By Jim Orser
DEPUTY

YOLO COUNTY AGREEMENT NO. 80-286

CONSENT TO COMMON USE

THIS AGREEMENT, entered into this 23rd day of May, 1980,
by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Company",
and the County of Yolo, a Public Body of the State of California,
hereinafter called "Agency",

WITNESSETH

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easement", described as follows:

1. The rights granted to Pacific Gas and Electric Company by Clara May Hannagan by the deed dated March 28, 1967 and recorded in Book 853 of Official Records at Page 430, Yolo County Records.
2. The rights granted to Pacific Gas and Electric Company by E. L. Means, Executor, under the Will of the Estate of Eugene Pat Scribner, by the deed dated April 20, 1967 and recorded in Book 853 of Official Records at Page 609, Yolo County Records.
3. The rights granted to Pacific Gas and Electric Company by Wells Fargo Bank, as Trustee under the Will of Joseph B. Scribner, by the deed dated March 30, 1967 and recorded in Book 853 of Official Records at Page 606, Yolo County Records.

and

WHEREAS, Agency has acquired certain lands for the purpose of widening _____
County Road No. 24 (Gibson Road) _____
in the vicinity of _____ Woodland _____, County of _____ Yalo _____, hereinafter
referred to as "Agency right of way", and

WHEREAS, the Agency right of way occupies a portion of Company's easement and is
subject to said easement, which said portion is hereinafter referred to as "Area of Common
Use" and is described as follows:

That portion of Company's easements shown by the heavy dashed lines
on Company's Drawing No. 9-2-4, Sheets 2 of 3 and 3 of 3, attached
hereto and made a part hereof.

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. Company hereby consents to the construction, reconstruction, maintenance or use by Agency of said County Road No. 24 (Gibson Road) over, along and upon Company's easement in the area of common use subject to Company's right and easement to use said area of common use for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company does not by this consent and shall not be deemed to subordinate its rights in the area of common use to any use which Agency shall make of said area.

2. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement or the priority thereof over the title of Agency in said area of common use. Both Agency and Company shall use said area of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or Company in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party.

- 2a. Agency shall not reduce the ground cover less than 3 feet above this Company's existing gas facilities.
- 2b. Agency shall notify this Company's Yolo District Gas Superintendent at (916) 666-1961, in Woodland, at least 48 hours prior to performing any work within this Company's easements.

3. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY

By *S. E. Howatt*
S. E. HOWATT
Sacramento Division Manager
Attest _____

COUNTY OF YOLO

By *Twyla J. Thompson*
TWYLA J. THOMPSON, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS
Attest PETER McNAMEE, COUNTY CLERK
By *Jim Orser*
Jim Orser, Deputy

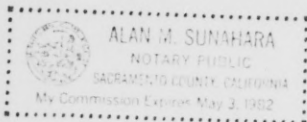
APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By *[Signature]*
DEPUTY COUNTY COUNSEL

62-4203 (Corporation) Rev. 7/78

STATE OF CALIFORNIA
County of Sacramento } ss.

On this 24th day of July, in the year 19 80, before me, ALAN M. SUNAHARA
a Notary Public in and for said State, duly commissioned and sworn, personally appeared S. E. HOWATT

Official Seal



known to me to be the Sacramento Division Manager

of the corporation that executed the within instrument, and to be the person(s) who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Alan M. Sunahara

Notary Public in and for the said State

STANDARD AGREEMENT

STATE OF CALIFORNIA
STD. 2 (REV. 1/75)APPROVED BY THE
ATTORNEY GENERAL

BK

YOLO COUNTY AGREEMENT NO. 80-287

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. S.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 30th day of August, 19 80,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

P.C. 821

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Employment Development Department, California State Office of Economic Opportunity	NUMBER 7990-4997
--	--	---------------------

hereafter called the State or CSOEO, and
Yolo County Economic Opportunity Commission

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 3

That agreement for a Crisis Intervention Program (CIP) entered into on
February 14, 1979, and amended on June 6, 1979, and October 1, 1979
is hereby further amended as follows:

1. The term of this agreement as set forth in Article 8, page 3 is being extended from September 30, 1980 to June 30, 1981.
2. Add the following as Article 16:

Funds can also be used for non-cash assistance in crisis situations, including the cost of making emergency fuel deliveries, as set forth in CSA Instruction 6143-1a. They can also be used to provide space heaters, blankets, and firewood or for emergency repairs of heating and cooling systems.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department, California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE OR OTHER AGENCY, PARTNERSHIP, ETC.) Yolo County Economic Opportunity Commission
BY (AUTHORIZED SIGNATURE) D	BY (AUTHORIZED SIGNATURE) D <i>Twila J. Thompson</i>
TITLE Director, CSOEO	TITLE Twila J. Thompson, Chairman Yolo County Board of Supervisors
	ADDRESS Yolo County Courthouse Woodland, CA. 95695

Department of General Services
Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND
\$	UNENCUMBERED BALANCE	ITEM	CHAPTER
\$	ADD. INCREASING ENCUMBRANCE	FUNCTION	STATUTES
\$	ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	FISCAL YEAR
\$			

I hereby certify, upon my own personal knowledge, that I signed this document as the person in possession of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for encumbrance set forth in State Administrative Manual Section 10100 have been complied with and this document is exempt from review by the Department of General Services.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

FILED BK

SEP 30 1980

PETER McNAMEE, Clerk

By

John Over

DEPUTY

AGREEMENT NO. 80-288

2 THIS AGREEMENT made and entered into this 30th day of September,
3 1980, by and between the COUNTY OF YOLO, a political subdivision of the State
4 of California, hereinafter called COUNTY, and HAROLD W. BERTHOLF, hereinafter
5 called CONTRACTOR,

6 WITNESSETH:

7 RECITALS:

- 8 1. The service previously rendered by the State Board of Equalization, free
9 of cost to the COUNTY, in providing appraisal and assessment of dry gas wells
10 in Yolo County is no longer available.
- 11 2. There are a number of such dry gas wells in Yolo County which must be
12 appraised and assessed in order that they bear an equitable portion of the
13 Yolo County tax burden.
- 14 3. It is necessary that a qualified Petroleum Engineer with a thorough
15 knowledge of dry gas wells appraisal techniques be utilized for purposes of
16 appraising and assessing such wells, and the Yolo County Assessor's Office is
17 presently without a member of its staff so qualified.
- 18 4. CONTRACTOR is trained in the science of Geology, is a registered
19 geologist and is experienced in the field of Petroleum Geology, particularly
20 in dry gas well appraisal and assessment.
- 21 5. COUNTY desires to obtain, and CONTRACTOR desires to provide, appraisal
22 and assessment services with respect to producing properties located in the
23 County of Yolo.

24 NOW, THEREFORE, IT IS AGREED as follows:

25 1. CONTRACTOR'S DUTIES:

- 26 A. Provide to the COUNTY through the County Assessor, a list of all oil

1 and gas wells, and their status, located in Yolo County and not officially
2 certified by the California Division of Oil and Gas to be abandoned as of
3 March 1, 1981.

4 B. List and update the parcel number for each oil and gas well located
5 in Yolo County.

6 C. For each oil and gas well not already plotted on the Assessor's
7 maps, CONTRACTOR shall identify the surveyed location of the wells and provide
8 the County Assessor with a map plotting the surveyed sites of the oil and gas
9 wells.

10 D. Provide to the County Assessor, the mailing address and a complete
11 reporting package for each owner of a natural gas well listed under 1.A.

12 E. Appraise each gas well in Yolo County according to its fair market
13 value.

14 (1) CONTRACTOR shall, as part of the appraisal procedure,
15 independently and thoroughly review each well's reserves, production capabil-
16 ity, operating cost and other pertinent data relevant to such an appraisal.

17 F. Appraise each gas well in Yolo County according to Rule 468 of the
18 State Board of Equalization.

19 G. Maintain for the County Assessor complete appraisal files for each
20 well, including cash flows and worksheets. The appraisal files shall include
21 all basic data collected, notes, worksheets, maps, etc., used in calculating
22 reserves and values. Such materials shall be the exclusive property of the
23 Assessor and shall enable the County Assessor to perform audits or review any
24 of the work performed under this Agreement.

25 H. On or about June 1, 1981, submit to the County Assessor the
26 information required by the immediately preceding section, along with the

1 taxable values of all dry gas wells in Yolo County as of March 1, 1981.

2 I. At any time, when a controversy arises over the appraisals made by
3 CONTRACTOR as a result of this Agreement, CONTRACTOR shall provide a total of
4 six (6) days:

5 (1) in defense of any appraisal sampled by the State Board of
6 Equalization; or

7 (2) in defense of taxable values challenged by a taxpayer before
8 the County Board of Equalization;

9 (3) shall be available to consult and assist the Yolo County
10 Assessor on matters of natural resource evaluation.

11 J. Whenever requested, at no additional cost to COUNTY, to represent
12 the Assessor at Petroleum Advisory Sub-Committee meetings, and make such
13 additional occasional written reports as may be requested by the Assessor.

14 K. CONTRACTOR shall inform COUNTY of all existing financial interests
15 in any gas wells in Yolo County, and shall notify the County of any
16 later-acquired interests immediately upon discovery of acquisition of such
17 interests.

18 L. Maintain at all times the highest of ethical and professional
19 standards.

20 2. COUNTY'S DUTIES:

21 A. Pay CONTRACTOR a flat fee for services rendered pursuant to this
22 Agreement, in the amount of \$16,800.00.

23 B. The fee above mentioned shall be paid on or before June 30, 1981.

24 C. In the event the method of assessing value is substantially modified
25 by legislation, regulation of the State Board of Equalization, or judicial
26 decision, CONTRACTOR shall be compensated at the rate of \$40 per hour to a

1 maximum of \$16,800,00, rather than at the flat fee specified above.

2 3. GENERAL PROVISIONS:

3 A. TERM. Except as otherwise provided in this Agreement, the term of
4 this Agreement shall be for one (1) year, commencing on the first day of July,
5 1980, to the thirtieth (30th) day of June, 1981.

6 B. INDEPENDENT CONTRACTOR. In the performance of the work, duties and
7 obligations devolving upon him under this Agreement, CONTRACTOR is at all
8 times acting and performing as an independent contractor, practicing his
9 profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and
10 functions at all times in strict accordance with currently approved methods
11 and practices in his profession, and that the sole interest of the COUNTY is
12 to assure that said work and functions shall be performed and rendered in a
13 competent, efficient and satisfactory manner.

14 C. HOLD HARMLESS. CONTRACTOR agrees to hold harmless COUNTY, its
15 officers, employees, and agents from any and all liability and/or claims for
16 damages arising out of action or conduct of CONTRACTOR, his agents, servants,
17 employees, and invitees as a result of CONTRACTOR's operations pursuant to
18 this Agreement.

19 D. INSURANCE. During the term of this Agreement, CONTRACTOR shall at
20 his own expense, maintain in full force and effect a liability insurance
21 policy expressly naming COUNTY as an additional insured against liability for
22 injuries to persons and property and for death of persons arising from any
23 accident, injury or damage occurring as a result of CONTRACTOR'S operations
24 pursuant to this Agreement. The limits of liability coverage under said
25 insurance shall be a minimum of One Hundred Thousand Dollars (\$100,000) per
26 person and Three Hundred Thousand Dollars (\$300,000) per occurrence Bodily

1 Injury liability, and One Hundred Thousand Dollars (\$100,000) Property Damage
2 liability.

3 E. VARIATION OF TERMS. No alteration or variation of the terms of this
4 Agreement shall be valid unless made in writing and executed by the parties
5 hereto.

6 F. NOTICES. All notices from CONTRACTOR to COUNTY or COUNTY to
7 CONTRACTOR shall be in writing, either personally served or delivered by the
8 United States Mail, postage prepaid and addressed as follows:

COUNTY OF YOLO
Board of Supervisors
Yolo County Courthouse
725 Court Street
Woodland, CA 95695

HAROLD W. BERTHOLF & ASSOCIATES
Geologists/Petroleum Engineers
2775 Cottage Way, Suite 9
Sacramento, CA 95825

15 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
16 the day and year herein above set forth.

COUNTY OF YOLO, a political subdivision
of the State of California,

17
18 BY William A. Edwards
19 VICE CHAIRMAN OF THE BOARD OF SUPERVISORS
20 COUNTY OF YOLO, STATE OF CALIFORNIA

HAROLD W. BERTHOLF & ASSOCIATES

22 BY Harold W. Bertholf
23 Harold W. Bertholf, Contractor

24 ATTEST:

PETER MCNAMEE, CLERK

25 BY San Onise
26



FILED

SEP 30 1980

AGREEMENT NO. 80-289

PETER McNAMEE, Clerk

By

Jan Orser

DEPUTY

THIS CONTRACT is entered into between Greater Sacramento Professional Standards Review Organization, Incorporated hereinafter referred to as GSPRO and Yolo County by and through its Mental Health Services.

ARTICLE I - STATEMENT OF PURPOSE

- A. GSPRO, a non-profit professional association incorporated within the State of California, is designated by the Secretary of the United States Department of Health, Education and Welfare, pursuant to Title XI of the Social Security Act, as the Professional Standards Review Organization (PSRO) for California PSRO Area IV comprising the counties of El Dorado, Nevada, Placer, Sacramento, and Yolo, and it is authorized by its Articles of Incorporation to engage in quality assurance activities related to its functions as a Professional Standards Review Organization under Title XI, Part B, of the Social Security Act. The services to be provided by the GSPRO hereunder are actually related to said functions.
- B. The purpose of this Contract is to set forth the terms, conditions, and procedural relationships according to which GSPRO will assume responsibilities with respect to reviewing Short-Doyle services and the amount and method of payment which will be made by Yolo County for such services.
- C. The GSPRO, a Professional Standards Review Organization, will render professional services to the Yolo County Mental Health Services as requested by the Director or his designee for the review of the necessity and appropriateness of acute hospital services provided persons eligible for Short-Doyle reimbursement. Services are to be performed in Yolo General and Woodland Memorial Hospitals only.

ARTICLE II - DEFINITIONS

- A. "Admission Review" is a form of medical care review in which an assessment

- 1 is made of the medical necessity of a patient's admission to a hospital.
- 2 B. "Continued Stay Review" is a form of medical care review which consists
- 3 of an assessment of the medical necessity of a patient's need for con-
- 4 tinued confinement at an acute hospital level of care and may also include
- 5 a detailed assessment of the quality of care being provided.
- 6 C. A "Case Review" (on a preadmission concurrent, and/or retrospective basis)
- 7 includes the admission certification of a patient's hospital stay and all
- 8 continued stay review until the patient is discharged from the hospital or
- 9 no longer requires care at the acute hospital level of care.

10 ARTICLE III - DUTIES OF THE CONTRACTOR

11 GSPRO agrees to render the following services:

- 12 A. Short-Doyle patients are those who receive inpatient services described under
- 13 Sections 541, 660, 661, 662, 663 of Title 9, California Administrative Code
- 14 and Sections 5700.1 through 5700.3, 5701, 5702.1, 5717 and 5718 of the
- 15 Welfare and Institutions Code. GSPRO will utilize an acute short stay
- 16 hospital review system that will include case review as defined below.
- 17 B. Provide a form to the hospital for each Short-Doyle patient episode, in-
- 18 dicating the total number of hospital days certified by the GSPRO using
- 19 the attached criteria as qualifying for reimbursement of Short-Doyle funds.

20 ARTICLE IV - REPORTS

21 The GSPRO shall submit monthly to the Yolo County Mental Health Services a report

22 which includes:

- 23 A. A listing by individual admission review with the following information:
- 24 1) Justification for Admission
- 25 2) Sex (M-F)
- 26 3) Age (as of last birthday)

- 1 4) Race (SAS categories)
- 2 5) Diagnosis
- 3 6) Legal Class
- 4 B. A listing by individual continued stay review with the following information:
- 5 1) Justification for continued stay (by Codes)
- 6 2) Sex (M-F)
- 7 3) Age (as of last birthday)
- 8 4) Race (SAS categories)
- 9 5) Diagnosis (by Codes)
- 10 6) Legal Class (SAS categories)
- 11 7) Total Length of Stay
- 12 8) Justification for Continued Stay
- 13 9) Action on Justification (Approved-Denied)
- 14 10) On approval of Continued Stays; number of days granted
- 15 11) Number of days denied
- 16 C. The GSPRO's actual direct costs for all admissions and continued stay
- 17 reviews during the reporting period.

18 ARTICLE V - PAYMENT

- 19 A. The Yolo County Mental Health Services agrees to pay GSPRO for the costs
20 associated with the case review of Short-Doyle hospital stays not to
21 exceed an average cost of \$11.43 per case review for the term of this
22 contract. If the actual cost per review for any month(s) should exceed
23 \$11.43, the cost in excess of \$11.43 will be averaged against the month(s)
24 (if any) where the cost falls below \$11.43. If adjustment is requested by
25 the GSPRO, the Yolo County Mental Health Services will perform this cost
26 averaging on the final billing of this contract term. Monthly costs for

1 Short-Doyle case reviews shall be determined by: (1) dividing the GSPRO's
2 monthly costs for performing case reviews for all federal and non-federal
3 Medi-Cal beneficiaries by the total number of federal and non-federal
4 Medi-Cal beneficiary case reviews during the month and multiplying the dollar
5 amount per case review by the number of Short-Doyle beneficiary case reviews,
6 and/or (2) utilizing direct non-federal GSPRO case review costs at GSPRO's
7 option.

- 8 B. The GSPRO agrees to submit quarterly an invoice in quadruplicate stating the
9 time period covered and contract number to:

10 Yolo County Mental Health Services
11 P. O. Box 1217
Woodland, CA 95695

12 The invoice should itemize: the payment due for the previous quarter based
13 upon the number of Short-Doyle case reviews that quarter and the cost per
14 case review that quarter.

- 15 C. Total payments under this contract shall not exceed the sum total of \$1,200.

- 16 D. The Yolo County Mental Health Services shall not pay and the GSPRO shall
17 not claim any indirect administrative costs which are not attributable to
18 review of Short-Doyle cases. In adhering to this, the GSPRO shall follow
19 the following guidelines:

- 20 1) Costs directly attributable to Short-Doyle case reviews may be charged
21 to the Yolo County Mental Health Services.
22 2) Indirect costs unrelated to the Short-Doyle case reviews shall not
23 be claimed by the GSPRO.
24 3) Indirect costs partially attributable to Short-Doyle case reviews may be
25 charged, on a proportionate basis (i.e., percent of caseload, percent
26 of staff time, etc.) to the Yolo County Mental Health Services.

1 ARTICLE VI - RECORDS

- 2 A. The GSPRO shall, upon written request from the Yolo County Mental Health
3 Services, make available and accessible for copying at the GSPRO's office
4 books, records, documents, and evidence pertaining to the administrative
5 costs and expenses of this contract to the extent and in such detail as
6 shall properly reflect all net costs, direct and apportioned, and other
7 costs and expenses of whatever nature for which reimbursement is claimed
8 under the provisions of this contract.
- 9 B. The GSPRO shall additionally maintain copies of all Short-Doyle case review
10 abstracts in a separate file for purposes of verifying the number of
11 Short-Doyle cases reviewed.

12 ARTICLE VII - HEARINGS AND APPEALS

- 13 A. Beneficiary and provider requests for reconsiderations, hearings, and
14 appeals of GSPRO decisions will be routed through the GSPRO's adopted
15 procedures. If the GSPRO's decision is still not satisfactory to the
16 beneficiary or provider, the beneficiary or provider may appeal to the
17 Yolo County Mental Health Services for a second level review.

18 ARTICLE VIII - FAIR EMPLOYMENT PRACTICE

- 19 A. The Fair Employment Practices Addendum, Standard Form 3, is incorporated
20 herein and made a part hereof by this reference. The GSPRO shall strictly
21 adhere to all federal and state laws and regulations pertaining to equal
22 opportunity policies and affirmative action plans.

23 ARTICLE IX - CONTRACT ADMINISTRATION AND PROVIDER GRIEVANCES

- 24 A. The GSPRO shall maintain such access to Short-Doyle case review records
25 as the Yolo County Mental Health Service finds necessary in the adminis-
26 tration of this contract and in conducting proceedings under Section 14104.5

1 of the Welfare and Institutions Code.

2 ARTICLE X - CONFIDENTIALITY OF PATIENT INFORMATION

3 A. The GSPRO and the Yolo County Mental Health Services agree to observe the
4 provisions of law relating to confidentiality of patient information with
5 respect to Sections 10850 and 5328 of the Welfare and Institutions
6 Code and other applicable laws and regulations.

7 ARTICLE XI - TERM

8 A. The term of this contract shall be 1 August 1980 through 30 June 1981.
9 B. This contract may be amended in writing by mutual agreement of parties. Either
10 party may request negotiations to amend this contract.
11 C. This contract may be terminated prior to the expiration of its term by either
12 party upon 30 days' written notice.

13 COUNTY OF YOLO, a political subdivision of
14 the State of California

15 BY *William A. Edwards*
16 VICECHAIRMAN OF THE BOARD OF SUPERVISORS

17 ATTEST:

18 PETER McNAMEE, CLERK

19
20 BY *Jim Orser*
21 DEPUTY



22 *Blumenthal* Chairman
23 GREATER SACRAMENTO PSRO

24 8/28/80
DATE

25 MENTAL HEALTH SERVICES

26 BY *Ch. Thomson*
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By *Elizabeth R. A. Holtz*
DEPUTY COUNTY COUNSEL

FILED

SEP 30 1980

BK

AGREEMENT NO. 80-290

(For Certain Social and Rehabilitation Services)

PETER McFARLANE, Clerk

By

Jan Orser
DEPUTY

THIS AGREEMENT, made and entered into this 30th day of

2 September, 1980, by and between the County of Yolo, a Political
3 Subdivision of the State of California, hereinafter referred to as COUNTY, and
4 Sheltered Workshop, Inc., a private non-profit corporation, hereinafter re-
5 ferred to as WORKSHOP.

6 WITNESSETH:

7 RECITALS:

- 8 1. COUNTY has been allocated special funding by the State Department of Mental
9 Health to develop, implement and operate a Community Residential Treatment
10 System, hereinafter referred to as the SYSTEM.
11 2. COUNTY's responsibilities with respect to the SYSTEM and the funds allocated
12 to it are carried out by COUNTY's Health Systems Agency, Mental Health
13 Division, hereinafter referred to as AGENCY.
14 3. Contemplated client service-oriented elements of the SYSTEM include, but
15 are not limited to: a Crisis Unit, a Long-term Residential Treatment
16 Center, Satellite House Facility Maintenance, a Socialization Center, a
17 Rehabilitation Restaurant, and a Transitional Employment Program.
18 4. COUNTY is prepared, at the time of execution of this Agreement, to contract
19 for certain social and rehabilitation services hereinbelow described.
20 WORKSHOP is prepared to undertake the obligation to provide said services.
21 5. COUNTY and WORKSHOP intend to renegotiate this Agreement once negotiated
22 rate becomes authorized by the State of California.
23 6. WORKSHOP and COUNTY, therefore, wish to enter into a contract for the herein
24 described social and rehabilitation services.

25 AGREEMENTS: COUNTY, in consideration of WORKSHOP's promises contained in
26 hereinafter recited agreements, and WORKSHOP in consideration of COUNTY's promises

1 contained hereinafter recited agreements, agree:

2 1. WORKSHOP'S SERVICE OBLIGATIONS:

- 3 a. In accordance with applicable State Department of Mental Health Bates Act
4 requirements, attached as Exhibit "A" and incorporated herein by
5 reference thereto, provide to the clients of the SYSTEM, upon the written
6 referral of AGENCY or Yolo Community Care Continuum, the following pre-
7 vocational and vocational social and rehabilitation services as detailed
8 in Exhibit "D," attached hereto and incorporated by reference thereto:

9 1) WORK ACTIVITY CENTER

10 WORK ADJUSTMENT

11 WORK EXPERIENCE

12 WORK EVALUATION

13 2) CASE CONSULTATION AND INFORMATION EXCHANGE:

14 Participating in the treatment planning process under the leadership
15 of AGENCY's herein designated representatives at times and places
16 of mutual convenience upon reasonable notice. Reasonableness for
17 this purpose shall be construed in light of the urgency of each
18 circumstance as it arises.

- 19 b. WORKSHOP will submit a monthly statistical report in the format specified
20 by COUNTY's herein designated representatives.
- 21 c. WORKSHOP will designate a representative or representatives for
22 administrative and program matters within one week of execution of
23 this Agreement, and so notify COUNTY's herein designated representatives
24 in writing.
- 25 d. WORKSHOP will develop and institute an Equal Employment Opportunity Program
26 Plan designed to ensure that staff of WORKSHOP reflect to the maximum

1 extent feasible, at all levels, the cultural, linguistic, ethnic, sexual
2 and other social characteristics of the communities the WORKSHOP serves.
3 WORKSHOP will submit a copy of the Plan to COUNTY's herein designated
4 representatives within ninety (90) days of the execution of this
5 Agreement.
6 e. WORKSHOP will ensure that its admission policies will be in writing and
7 available to the public. Said admissions policies will state that
8 clients are accepted for service without adverse discrimination based
9 upon race, color, religion, sex, handicap, national origin, or ancestry.
10 WORKSHOP reserves the right to accept referrals for service on the basis
11 of consistency with incorporated purpose, program, and service capabilities.

12 2. AGENCY'S SERVICE OBLIGATIONS:

- 13 a. UTILIZATION REVIEW: Evaluate WORKSHOP's contribution to the SYSTEM
14 operation in accordance with the requirements and criteria promulgated
15 from time to time by the State Department of Mental Health.
16 b. CASE MANAGEMENT: Provide case management services.
17 c. CLINICAL SERVICES:
18 1) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM.
19 2) Provide CRISIS INTERVENTION and PSYCHIATRIC consultation and
20 backup services.
21 d. Designate a representative or representatives for administrative and
22 program matters within one week of execution of this Agreement, and so
23 notify WORKSHOP's herein designated representatives in writing.

24 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 25 a. Responsibility for this Agreement lies with AGENCY's Director of
26 Mental Health.

- 1 b. Director of Mental Health may designate representatives from time
2 to time in writing to perform liaison functions.

3 4. ASSIGNMENT/SUB-CONTRACTING:

- 4 a. WORKSHOP may assign, but may not sub-contract, its responsibilities on
5 the advance written authorization of COUNTY's herein designated repre-
6 sentative. Said authorization shall not unreasonably be withheld.
7 b. It is expressly understood by PROVIDER that a grant of permission to
8 assign by the AGENCY is not a release of WORKSHOP from accountability
9 for any of the obligations and conditions set out in this Agreement.

10 5. RECORDS:

- 11 a. WORKSHOP shall for the later of four (4) years or the resolution of
12 outstanding audit findings, maintain and retain records of services
13 rendered and all receipts and expenditures, for whatever purposes
14 received or expended, in accordance with generally accepted accounting
15 principles, separately identifying revenues received, expenditures made,
16 and services rendered pursuant to this Agreement.
17 b. WORKSHOP shall make said records available for audit by COUNTY or
18 State auditors upon the request of AGENCY's designated representatives.
19 Said request will provide at least three (3) full working days notice
20 of the impending audit. Such audits shall take place during normal
21 business days and hours and all WORKSHOP's records shall remain in
22 WORKSHOP's custody. State, AGENCY, or COUNTY shall have the right to
23 inspect or otherwise evaluate the quality, appropriateness, and time-
24 liness of services performed and to audit and inspect any books and records
25 of WORKSHOP which pertain to services performed and determination of
26 amounts payable hereunder.

- 1 c. WORKSHOP agrees to hold COUNTY harmless from any claim or liability,
2 including costs and attorney's fees, arising from audit exceptions
3 taken by audit agency based upon Chapter 9 of the Community Services
4 Systems Manual. This shall include, but is not limited to: (1) any
5 order that COUNTY pay to any responsible agency any amount of money;
6 (2) any order whereby any agency withholds from subsequent payments
7 any amount of money; as a result of WORKSHOP's actual or alleged violation
8 or non-conformance with any regulations or administrative rulings pro-
9 mulgated pursuant thereto or with any Federal, State, or local laws,
10 regulations, or ordinances made applicable hereby. WORKSHOP agrees
11 that it has read and understands Chapter 9 of the Community Services
12 Systems Manual and will comply with the requirements contained therein.
- 13 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
14 WORKSHOP is an independent contractor and is not subject to the direction
15 and control of COUNTY except as to final result. WORKSHOP shall be solely
16 liable and responsible to pay all required taxes and other obligations,
17 including, but not limited to, applicable withholding and Social Security.
18 WORKSHOP agrees to indemnify and hold COUNTY harmless from any liability
19 which it may incur to the Federal or State governments as a result of
20 this contract.
- 21 7. LIABILITY:
- 22 a. WORKSHOP agrees to defend, indemnify, and hold COUNTY harmless for any
23 and all claims, liability, or loss arising from WORKSHOP's performance
24 under this Agreement.
- 25 b. Without in any way intending to limit or abrogate the effect of the
26 hereinabove recited Agreement, WORKSHOP shall purchase and maintain for

1 the duration of this Agreement, Public liability insurance in the amount
2 of at least \$300,000/\$300,000 specifically naming COUNTY as an insured
3 party thereto for all purposes.

4 8. EQUAL OPPORTUNITY IN EMPLOYMENT: WORKSHOP will not employ discriminatory
5 practices and will take affirmative action to provide equal opportunity
6 in employment of personnel, assignment of accommodations, or in any other
7 respect on the basis of race, handicap, color, sex, religion, national
8 origin or ancestry, other than those benign, non-adverse forms of discrim-
9 ination collectively known in common parlance as "Affirmative Action,"
10 as sanctioned and authorized by State and Federal statutes and regulations
11 and Court decisions.

12 9. COMPLIANCE WITH CODE:

13 a. WORKSHOP agrees to comply with all applicable provisions of the Community
14 Services Systems Manual, Title 9 and 22 of the California Administrative
15 Code, and the Welfare and Institutions Code commencing with Section 5328
16 and Title 45 Code of Federal Regulations' Section 205.50 regarding
17 confidentiality of patient information.

18 b. WORKSHOP shall abide by COUNTY's determination, utilizing the uniform
19 method of determining ability to pay and, when billing patients, the
20 Billing and Collection guidelines prescribed by the Director of the
21 State Department of Mental Health, of financial eligibility and liability.

22 10. PAYMENT:

23 a. Within 30 calendar days from COUNTY's receipt of an invoice which attaches
24 the statistical report described hereinabove in Agreement 1 (b), details
25 work performed in the preceeding month by service element, certifies
26 that sub-contractors have been paid, and claims the amount due, and upon

1 the acceptance by the Director of Mental Health Services of the statisti-
2 cal report as satisfactorily detailing services performed, COUNTY will
3 pay WORKSHOP WORKSHOP's prevailing rates per client day for services
4 rendered in accordance with the program element budget attached as
5 Exhibit "B" and the rate schedule attached as Exhibit "C" and incorporated
6 herein by reference thereto. Changes with major object totals and trans-
7 fers of less than 10% between major object totals may be made by WORKSHOP
8 upon written notice to AGENCY, except that no change may be made to the
9 budgeted Fixed Assets Total.

10 b. The maximum total payment to WORKSHOP under the terms of this Agree-
11 ment will not exceed the lesser of the cost of operating the services
12 which are the subject of this Agreement or FOURTEEN THOUSAND DOLLARS
13 (\$14,000). The accumulation of monthly payments made by COUNTY to
14 WORKSHOP will be reconciled to WORKSHOP operating costs by WORKSHOP by
15 vehicle of a cost report to AGENCY within ninety (90) days of the close
16 of COUNTY's fiscal year. Any funds paid over cost will be returned
17 by WORKSHOP to COUNTY or credited against payments for any continuing
18 relationship, at the election of the COUNTY. Should allowable costs
19 exceed payments made COUNTY will reimburse WORKSHOP for those costs
20 within sixty (60) days up to the total hereinabove recited maximum.

21 c. Where a herein recited report or claim is due from WORKSHOP within a
22 month, payment for that month is expressly conditioned on the acceptance
23 by COUNTY's herein designated representative of the WORKSHOP's per-
24 formance to be as agreed.

25 11. AMENDMENTS: Except as provided herein, the body of this Agreement together
26 with any exhibits attached hereto, fully expresses all understandings of

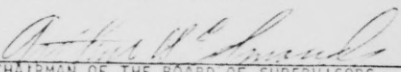
1 the parties concerning all matters covered and shall constitute the total
2 Agreement. Except as provided herein, no additions to, or alterations of
3 the terms of this Agreement, whether by written or verbal understanding
4 of parties, their offices, agents, or employees shall be valid unless in
5 the form of a written amendment to this Agreement which is formally approved
6 and executed by parties or their successors in office or interest.

7 12. NOTICE: Any notice to be given parties to this Agreement may be given
8 personally or by depositing same post-marked and registered in the United
9 States mail, postage prepaid and addressed to WORKSHOP or COUNTY's herein
10 designated representatives, as applicable, at the herein recited addresses:
11 WORKSHOP: 660 6th Street, Woodland, California 95695
12 COUNTY: 213 West Beamer Street, Woodland, California 95695

13 13. TERM:
14 a. This Agreement shall commence upon execution and terminate June 30,
15 1981, unless sooner cancelled by either party upon thirty (30) days
16 written notice to the other of such intent.
17 b. Should either party give notice of cancellation both parties will exert
18 their best efforts in good faith to find alternatives for referred
19 persons still requiring services of the type WORKSHOP renders.

20 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
21 as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

22
23
24 BY 
VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

25 XXX
26 XXX

1 ATTEST:

2 PETER McNAMEE, CLERK

3
4 BY Jan Over
5 DEPUTY



6 SHELTERED WORKSHOP, INC.

7
8 BY Andrew Thompson Jr
9 PRESIDENT

10 MENTAL HEALTH SERVICES

11
12 BY D. Thomson
13 DIRECTOR

14
15
16
17 APPROVED AS TO FORM

18 CHARLES R. MACK
19 COUNTY COUNCIL

20 BY Mervin A. Jackson

21 DEPUTY COUNTY COUNCIL

IN HEALTH AND WELFARE SERVICES
DEPARTMENT OF MENTAL HEALTH

December 3, 1978

CA 95314

920-5712

- TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
CHAIRPERSONS, MENTAL HEALTH ADVISORY BOARDS
CITIZENS ADVISORY COUNCIL
COUNTY ADMINISTRATIVE OFFICERS
COMMUNITY RESIDENTIAL TREATMENT SYSTEMS
ADVISORY COMMITTEE

FROM: Office of the Director

APPLICATIONS FOR FUNDING FOR COMMUNITY RESIDENTIAL TREATMENT SYSTEMS - DMH 78-15

The Legislature enacted AB 3052 (Bates) in the last legislative session. This act establishes legislative intent and guidelines for counties to establish Community Residential Treatment Systems within the mental health programs. The amount of \$3 million was appropriated to implement this act during Fiscal Year 1978/79. Counties are encouraged to apply and to utilize contract providers whenever possible in their proposals.

Enclosed you will find: (1) information and guidelines for applying for program funding under this act, (2) application instructions and format, (3) a copy of AB 3052, and (4) a list of members of the Community Residential Treatment Systems Advisory Committee.

Service Area Program Analysts will initially review and comment on applications forwarded from counties. It is anticipated that applications and Program Analysts' comments will be reviewed by the Advisory Committee on January 25, 1979. This Committee will then forward its recommendations to me. I anticipate notifying counties of approved applications by mid-February of 1979. Approved programs will then be authorized as soon as the Short-Boyle plans have been formally amended to encompass the approved program.

Please contact your Service Area Program Analyst for assistance or clarification of the provisions or procedures related to implementing this act. In addition, consultation is available from members of the Advisory Committee and from the Office of Assemblyman Tom Bates.

County applications should be mailed c/o Don Z. Miller, Director, Division of Community Services, 714 P Street, Sacramento, CA 95814. Applications must be received in this Office on or before the close of business on January 10, 1979.

Dale H. Farabee
DALE H. FARABEE, M.D.
Director
Department of Mental Health

Enclosures

cc: Service Area Program Analysts

EXHIBIT A

Purpose: Counties may apply for funds to establish or augment one or several program elements as components of an identified system of residential treatment programs which offers a range of alternatives to institutional care. If the application for funding is for only a portion of these elements there must be an indication by the county as to how the remaining elements will be provided. The program elements are as follows:

1. For augmentation only of an existing crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis. (Section 5454b)
2. For augmentation only of an existing case management system in which the case manager serves as a coordinator to assure the cooperative operation of the various elements of the system and to act as an active advocate for the clients in the system. (Section 5454b)
3. A short-term crisis residential alternative to hospitalization for persons in acute crisis. Admissions must be possible 24-hours-a-day, seven days a week. (Section 5458a)
4. A long-term residential treatment program with a full day treatment component. (Section 5458b)
5. A transitional residential program designed for persons at risk of hospitalization, but who are able to take part in programs in the general community. (Section 5458c)
6. A semi-supervised, independent, but structured living arrangement for persons not in need of the intensive support of the other system elements, but, who without some support and structure, are at risk to return to a condition requiring hospitalization. (Section 5458d)
7. A day treatment program in a non-institutional setting and employing a rehabilitation focus. (Section 5458e)
8. A socialization center designed to provide regular daytime, evening and weekend activities for persons who require long-term, structured support, but who do not receive such services in their living setting. Such centers shall serve a broad range of clients as well as persons living in the community in general. (Section 5458f)
11. Applicant Eligibility: Throughout the statute, the county is defined as the only applicant. County mental health programs may, and are encouraged to, apply on behalf of public or private contract providers.

the eligibility of proposals for...
In submitting proposals, entities must include descriptive narrative covering
the following:

1. Survey of all existing residential treatment and day or socialization programs in the area served by the system. The survey shall indicate the manner in which the system elements will coordinate services with existing residential and day programs. (Section 5463)
2. Facilities (Section 5453a)
 - a) settings, whether residential or day, shall be as close to normal as possible without sacrificing client safety or care.
 - b) residential treatment centers shall be relatively small, preferably 15 beds or less, with a non-institutional appearance.
 - c) facilities should be separate and free standing and not part of a large facility attempting to serve an entire range of clients.
 - d) must be appropriately licensed, including provisional licenses. (Section 5464)
3. Staffing Patterns (Section 5453b)
 - a) must reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the community the facility serves.
 - b) must have multi-disciplinary professional consultation and staff to meet the specific diagnostic and treatment needs of the clients.
 - c) use of paraprofessionals is encouraged.
4. Programs (Section 5453c)
 - a) shall be designed to reduce dependence on psychiatric medication as a primary treatment tool.
 - b) shall have a rehabilitation focus which encourages clients to become more independent.
 - c) shall encourage client participation in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.
5. Coordination (Sections 5453d and 5459)
 - a) describe methods of achieving specific linkages with the general treatment and social service system as a whole.

- b) describe methods of coordinating the proposed system elements with in-place elements of the system. In particular, counties must demonstrate satisfactory pre-existing capability in the following two elements:
(Section 5454)

- (1) A crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis.
- (2) A case management system directly supervised by a psychiatrist, psychologist or a social worker with a Master's Degree.

III. Evaluation

(Section 5460)

1. County

- a) describe how the system will be evaluated, both as individual elements and as a system.
- b) identify as separate budget items the costs related to evaluation for: staff and county computer software. Costs for county computer hardware will not be allowable.

2. State

- a) the Department of Mental Health will establish the evaluation criteria (including the mandated client outcome criteria) to be used in the statewide evaluation effort for the required report to the Legislature.
- b) the Department of Mental Health will either conduct or contract for the required statewide evaluation.

IV. County Plan Amendment (Section 5461)

1. Proposals approved for funding must be amended into the county Short/Boyle plan developed for the year the system is implemented.
2. Funds for the approved system proposals will be allocated upon completion of county Short/Boyle plan amendments.
3. Counties are encouraged to develop contracts with public or private providers for the service elements outlined in the approved proposals.
4. Counties may wish to submit their proposals to their Boards of Supervisors at the same time that they submit them to the Department as a means of expediting the county plan amendment if the proposal is approved.

1. Applications are for the period January 1, 1979 through June 30, 1979. If funds are appropriated by the Legislature for continuation of the program through the ^{1979/80} fiscal year then approved applicants will receive continuation funding. If additional funds are appropriated it is anticipated that pending applications not funded because of the limitation of the original appropriation will receive first priority for funding. A new application cycle will be instituted if appropriate.
2. The applicant county shall indicate how it intends to continue the system after July 1, 1979, in the event that additional funds are not appropriated.
3. If county cost sharing is reinstituted, future funds appropriated under this act will be subject to the basic 90 percent cost sharing formula unless excepted by future legislation.
4. Funds allocated under this act may be used only for incremental purposes, not for supplanting existing funding.
5. The main thrust of the bill is to establish programs and services for clients. Therefore, major capital outlay expenditures will not be funded (e.g., facility construction or purchase, computer hardware, etc.).
6. The following program items may be funded:
 - a) additional county staff for the development of the proposed program on a one-time, time-limited basis.
 - b) additional staffing for programs.
 - c) supplemental rates if the costs are separately identifiable as program costs and are over and above basic board and care costs.
 - d) minor remodeling and renovation, e.g., necessary for meeting building code requirements.
 - e) costs of transporting clients between program elements.
7. The applicant county shall indicate in its proposal how all elements of the community mental health residential treatment system described in Section 5458 will be otherwise provided if the county is applying for grant funds for only a portion of these elements.

APPLICATION INSTRUCTIONS

The proposal should include for each project element: 1) a front sheet entitled "Application for Community Residential Treatment System Funds" and 2) a "Detailed Mental Health Budget"; in addition, include a project narrative of no more than 10 typewritten pages and an appendix.

The Project Narrative should include the following information:

PROBLEM:

- Survey of all existing residential treatment and day or socialization programs in the area served by this system.
- Numbers in each target population and level of services provided.
- Identification of gaps in the service system.
- Description of applicant's experience in dealing with the problem.
- Identification of parties involved in developing this application.
- Social economic description of clientele (cultural, ethnic, linguistic).

GOALS:

- Description of what the program is attempting to achieve in broad terms.
Relates to reducing or solving the identified problem.

OBJECTIVES: (what you plan to achieve to reduce the problem)

- Statements which are measurable, that describe the results of your effort, are time limited and possess a minimal level of acceptability.
- Specifically related to improving a client, service element or service system.

Good Example:

Ten percent of clients will move from semi-independent living to independent living situations within the project period.

Poor Example:

To provide halfway house residential care to 75 clients.

(NOTE: Good objectives talk about change in the client not just a description of an activity and the numbers served.)

METHODS: (how you plan to achieve objectives; description of activities that will take place; personnel, facilities, clients, treatment and delivery system (include in-kind services)).

- Describe what each person employed in project will do. Include those funded from other sources (appropriate social characteristics and skills needed to serve client, etc.).

- Describe facilities and setting (normalization principle should apply as well as licensure requirements and cultural appropriateness)
- Describe how the program will obtain and select clients for the program
- Describe how the treatment operation plan will reduce dependency on medication and is rehabilitation oriented, and actively involves clients.
- Describe the methods of coordinating activities and relationships that will take place. Identify specific linkages for providing a continuum of needed services (especially with treatment, residential and social services) and how the project will integrate with the existing system.
- Describe existing crisis unit and case management capabilities
- Explain how all elements of the community mental health residential treatment system described under Section 1, Items 3-8 of the Guidelines will be provided if project is designed to meet only a portion of these elements.
- Indicate any additional or auxiliary activities client will be involved in related to the program.

EVALUATION: (method and criteria to be used in determining whether each objective is being met)

- Who is doing the evaluation - internal or external
- What data collection or measurement instrument/criteria will be used for clients, individual elements and service system
- How will data be analyzed and summarized

CONTINUATION:

- Describe how the project program elements will be funded after July 1, 1979 should grant funds not be available (Note: The author of the bill intends to pursue legislation asking for continuation funding for the 1979-80 fiscal year.)

BUDGET:

- The program budget for each program element must reflect annualized gross cost with a two-third cost savings factor identified for the first eight months of the fiscal year. Thus, the net cost will be that amount required for operation of the program from March 1, 1979 through June 30, 1979.
- Identify those budget items for costs of conducting evaluation which have been included in your annualized gross costs and indicate these amounts in the area entitled "Other Expenses".

Here are some important points which should be noted:

Expenses for any project cannot be paid until the county plan is amended and the county has consummated a contract with a provider of service.

If grant funds are available for fiscal year 1979-80 projects will be funded at the annualized State General Fund level for the approved projects.

APPENDIX: (Submit following items if appropriate)

- Description of current services offered
- Include up-to-date organization chart including advisory units and how the proposed system fits into the agency and overall service delivery system
- Letters of working agreements with other agencies included in the project plan
- Statement of policies relating to eligibility, services, limitations, and fees
- Financial statement of sub-contractor if county is not the service provider
- List of sources of support and other sources of funding being sought which could supplement the project.
- Explanation or clarification of any items in the narrative or budget.

Formal applications are to be submitted in SIX CLEAR COPIES (no ditto copies please) and postmarked no later than January-10, ¹⁹⁸⁰1979.

Applications should be mailed to: Don Z. Miller, Department of Mental Health, Division of Community Services, 744 F Street, Sacramento, California 95814.

PROGRAM BUDGET

EXHIBIT B

81 FISCAL YEAR _____
 COUNTY OF Yolo
 DATE _____

CONTRACTOR: Sheltered Workshop, Inc.

PROVIDER NO: 5711

SEE REVERSE SIDE

SERVICE TYPE		02 Bates											TOTAL	ITEMS
		Outpatient												
ITEMS	COST CENTER													
1	SALARIES & EMP. BENEFIT												1	
5	OPERATING EXPENSES												5	
10	EQUIPMENT												10	
15	FURNISHING												15	
20	OTHER												20	
40	CONTRACTS	14,000								14,000	40			
45	GROSS COST	14,000								14,000	45			
50	SAVINGS		X	X	X	X	X	X	X	X	50			
51	SUBTOTAL GROSS COST	14,000								14,000	51			
62	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION												62	
65	ADJUSTED GROSS COST	14,000								14,000	65			
68	REVENUES												68	
69	a. GRANTS												69	
70	b. PATIENT FEES												70	
71	c. PATIENT INSURANCE												71	
72	d. MEDICAL - FEDERAL												72	
73	e. MEDICAL - NON-FEDERAL												73	
74	f. MEDICARE												74	
75	g. OTHER												75	
76	h. CH - FEDERAL FUNDS/NDOP												76	
77	TOTAL REVENUES		X	X	X	X	X	X	X	X	77			
80	NET COST	14,000								14,000	80			
81	LOSS OF SERVICE	423								423	81			
85	COST PER UNIT OF SERVICE	33.05	\$	\$	\$	\$	\$	\$	\$	\$	33.05			
DIVIDE LINE 85 BY 82														

APPROVED BY _____

Program Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
- 50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
- 51. Subtotal Gross Cost
Item 45 minus item 50
- 65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and indentify by payer source the revenues that would be realized for services provided.
- 77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
- 80. Net Cost
Item 65 minus item 77
- 82. Units of Service
Total patient days, visits or staff hours for services provided.
- 85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of San Diego, Department of Health, Family Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
- 50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
- 51. Subtotal Gross Cost
Item 45 minus item 50
- 65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and identify by payor source the revenues that would be realized for services provided.
- 77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
- 80. Net Cost
Item 65 minus item 77
- 82. Units of Service
Total patient days, visits or staff hours for services provided.
- 85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

EXHIBIT "C"
RATE SCHEDULE

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WORK ACTIVITY CENTER. \$33.05 per day
WORK ADJUSTMENT \$33.05 per day
WORK EXPERIENCE. \$33.05 per day
WORK EVALUATION. \$33.05 per day

DEFINITION OF SERVICES

GOALS:

Work Evaluation: Services are designed to assess a client's physical, mental, social and emotional abilities in order to predict current and future employment potential and adjustment. Using the medium of sub-contract work, the Sheltered Workshop staff can observe and evaluate the client for the following worker qualities:

1. Physical capacity and limitations as are work related.
2. Work habits and attitudes (i.e., ability to learn to work operations using proper safety procedures; work motivation).
3. Retention skills abilities, and type of instruction needed.
4. Kind and amount of supervision required.
5. Work behaviors, (i.e., attendance, punctuality, grooming and hygiene).

Procedure: Work evaluation services can range from four to eight weeks in time, depending on the individual client needs. The client's performance on work is reported by the unit manager, on a weekly basis using Individual Objective Sheets. At the completion of the work evaluation period, a case staffing is held to determine progress and recommendations for further services and/or employment or termination. The Program Administrator will forward a written evaluation to the referring agency that will describe the client's current level of vocational development. This report will also contain information which addresses original referral questions.

Services: Situational Assessment, Vocational and Personal Counseling, Education, skills training and social and personal adjustment services.

Admissions Criteria (For all services)

- Documentation of a diagnosed mental, physical and/or social disability.
- A current general medical examination (not more than 12 months).
- Able to provide self-care in mobility, feeding, and toileting.
- Behavior is not harmful to himself or others.
- There is reason to believe that the individual will benefit from the services available.
- The Sheltered Workshop referral form must be completed.
- All available pertinent medical and psychological reports must be submitted.
- All clients who are admitted to the Sheltered Workshop, must be sponsored, self or otherwise.

GOALS:

Work Adjustment: Services are designed to respond to the specific vocational needs as determined by the work evaluation process. Services are directed towards improving the client's attitudes, behavior, interpersonal relationships and work responses so that he/she will exercise his/her capabilities and skills and reduce barriers to sheltered or competitive employment.

Procedures: At the conclusion of the authorized work adjustment period, a case staffing will be held to review the client's progress to date, so that decisions and recommendations regarding future programming may be made. Among others, the following recommendations are considered:

1. Work Experience services required for further training.
2. Competitive placement services.
3. Referral to other community agencies more closely meeting the client's needs.

Services: Situational Assessment in a controlled work environment, social and personal adjustment training, (grooming, hygiene, manners, social relationships training, relations with co-workers and authority figures), vocational and personal counseling, Independent living skills training, communication skills, Job seeking and retention skills training (conducting employment interviews, maintaining appropriate relationships with other employees, accepting supervision and authority, being punctual, employer-employee obligations). Remedial academic instruction to improve vocational efficiency.

GOALS:

Work Experience: Services are designed to provide the client with an ongoing consistent work environment that ensures the development of appropriate work behavior and attitudes until competitive placement can occur. Among others, the following client work behaviors and attitudes are emphasized:

--Increasing their basic work skills (such as endurance, speed, ability to learn, quality and quantity competitive work standards, to develop self confidence, and a satisfactory recent work history).

Services: Sheltered remunerative employment, vocational counseling, basic work skills training (such as increasing endurance and speed, and basic remedial education).

GOALS:

Work Activity Center: Services are designed for those individuals who are unable to function at the level required in one of the above programs. Training is offered in areas of social and personal development, pre-vocational skills, community awareness, basic independent living skills (grooming, hygiene, communication skills), basic academics (money handling; and sign, number, time and money recognition), arts and crafts, and in developing recreational skills. Program objectives include to provide the means by which severely disabled persons can be helped to achieve their maximum vocational potential in a work environment.

and procedure shall include using written rehabilitation plans and individual objective sheet to evaluate progress and to determine individual program direction.

OK
FILED

AGREEMENT NO. 80-291

SEP 30 1980

(Agreement to provide Psychiatric Hospital Services
and Psychiatrist Services)

PETER MCNAMARA, Clerk

By Jan Orser

DEPUTY

THIS AGREEMENT, made and entered into this 30th day of

September, 1980 by and between the COUNTY OF YOLO, a political subdivi-
sion of the State of California, hereinafter called COUNTY, and Sutter Community
Hospital, a non-profit corporation, hereinafter called PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health Services to operate Community Health Programs.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan".
3. The Yolo County Plan requires MENTAL HEALTH to provide a variety of out-patient and inpatient psychiatric services to school age children under seventeen who are patients of MENTAL HEALTH, hereinafter referred to as PATIENTS.
4. MENTAL HEALTH does not possess the required facilities itself.
5. PROVIDER represents it is licensed by the State of California to provide said services and operate a facility which complies with all requirements specified by the State Department of Mental Health and the applicable sections of Title IX of the California Administrative Code.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of services under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

1 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-
2 inafter recited agreements, and PROVIDER in consideration of COUNTY'S promises
3 contained in hereinafter recited agreements, agree:

4 1. PROVIDER'S SERVICE OBLIGATIONS:

- 5 a. In accordance with the Working Protocols, attached hereto as Exhibit
6 "A" and incorporated hereinby reference thereto; and all applicable
7 Community Services System Manual requirements, incorporated herein by
8 reference thereto as if fully setout, provide to PATIENTS approved for
9 admission in advance by MENTAL HEALTH inpatient services; partial
10 hospitalization, including, but not limited to, day care, weekend care,
11 and emergency services twenty-four (24) hours; and professional
12 psychiatric services including, but not limited to, case centered con-
13 sultation and testimony at guardianship, conservatorship, or involuntary
14 treatment proceedings arising out of psychiatric evaluations and treat-
15 ment provided hereunder. Said advance approval is a condition precedent
16 to COUNTY'S obligation to pay for services rendered a PATIENT.
17 b. Designate a representative for administrative and program affairs.

18 2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

- 19 a. Designate a representative or representatives for administrative and
20 program affairs.
21 b. Approve in advance admission of all PATIENTS for which PROVIDER will
22 seek reimbursement.

23 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 24 a. Responsibility for this agreement lies with MENTAL HEALTH'S
25 Director/Program Chief of Mental Health Services.
26 b. Director/Program Chief may designate operational representatives from
27 time to time in writing to PROVIDER to perform specific tasks or
28 liaison functions.

1 4. ASSIGNMENT/SUB-CONTRACTING:

- 2 a. PROVIDER may not assign or sub-contract its responsibilities except
3 on the advance written authorization of COUNTY'S herein designated
4 representative.

5 5. RECORDS:

- 6 a. Provider shall for four (4) years maintain records of all receipts
7 and expenditures, for whatever purposes received or extended, in
8 accordance with generally accepted accounting principles, separately
9 identifying revenues received and expenditures made pursuant to this
10 agreement.
- 11 b. PROVIDER shall make said records available for audit by COUNTY, MENTAL
12 HEALTH, or State Auditors upon the request of MENTAL HEALTH'S representa-
13 tives. Said request will provide at least one full working day's notice
14 of the impending audit.
- 15 c. PROVIDER agrees to hold COUNTY harmless from any claim of liability,
16 including costs and attorney's fees, arising from audit exceptions
17 taken by any audit agency based upon Chapter 9 of the Community Services
18 System Manual. This shall include, but is not limited to: (1) any
19 order that COUNTY pay to any responsible agency any amount of money;
20 (2) any order whereby any agency withholds from subsequent payments any
21 amount of money; as a result of PROVIDER'S actual or alleged
22 violation or non-conformance with any regulations or administrative
23 rulings promulgated pursuant thereto, or with any Federal, State or
24 Local Law, regulation or ordinance made applicable thereby.
- 25 PROVIDER agrees that it has read and understand Chapter 9 of
26 the Community Services Systems Manual and will comply with the require-
27 ments contained therein.
28

- 1 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
2 PROVIDER is an independent contractor and is not subject to the direction
3 and control of COUNTY except as to final result. PROVIDER shall be solely
4 liable and responsible to pay all required taxes and other obligations,
5 including, but not limited to, applicable withholding and social security.
6 PROVIDER agrees to indemnify and hold COUNTY Harmless from liability which
7 it may incur to the Federal or State Governments as a result of this con-
8 tract.
- 9 7. LIABILITY:
- 10 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
11 and all claims, liability, or loss arising from PROVIDER'S performance
12 under this agreement.
- 13 b. PROVIDER shall purchase and maintain for the duration of this agreement,
14 malpractice insurance in the amount of at least \$1,000,000/\$1,000,000
15 and Public Liability insurance in the amount of at least \$100,000/
16 \$100,000.
- 17 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
18 by reference thereto are working Protocols describing and governing the
19 working relationships of parties pursuant to this agreement. Said working
20 protocols bind parties as if fully setout herein, but may be modified
21 without formal amendment of this agreement so long as said modifications
22 do not vary the provisions specifically setout herein, are in writing, and
23 represent a bilateral agreement of MENTAL HEALTH and PROVIDER. Said
24 working protocols shall include as a minimum provisions by which patient
25 admission approval is obtained from MENTAL HEALTH; the categories of
26 patients who may be treated hereunder; admission policies will be in
27 writing, and available to the public; that the admissions policies will
28 state that patients or clients are accepted for care without adverse

1 discrimination based upon race, color, religion, sex, handicap, national
2 origin, or ancestry; provisions stating that any Short-Doyle/Medi-Cal
3 patient admissions and length of stay requests, regardless of the source
4 of referral of the patient or client to PROVIDER, will be submitted to
5 utilization review process through PROVIDER'S existing system or PSRO
6 at PROVIDER'S election, with the concurrence of AGENCY; and provisions
7 stating that PROVIDER shall utilize the Uniform Method of determining
8 ability to pay and, when billing patients, the billing and collection
9 guidelines described by the Director of the State Department of Mental
10 Health; the specific detailed list of services PROVIDER will render here-
11 under; the standards under which services will be rendered; and any role
12 MENTAL HEALTH is to play in review of PROVIDER'S treatment activities.

13 9. COMPLIANCE WITH CODE:

14 A. PROVIDER agrees to comply with all applicable provisions of the
15 Community Services System Manual, Title 9 and 22 of the California
16 Administrative Code, and the Welfare and Institutions Code commencing
17 with Section 5328 and Title 45 Code of Federal Regulations' Section
18 205.50 regarding confidentiality of patient information.

19 B. PROVIDER shall utilize the uniform method of determining ability to
20 pay and, when billing patients, the Billing and Collection guidelines
21 prescribed by the Director of the State Department of Mental Health.
22 Audit exceptions of Medi-Cal eligibility may be based on a statistically
23 valid sample size of Short-Doyle/Medi-Cal billings by mode of service, ex-
24 emplified by but not limited to: inpatient, partial-day, outpatient; for
25 a fiscal year projected across the total of Short-Doyle/Medi-Cal billings
26 by mode of service by PROVIDER.

27 10. PAYMENT:

28 a. The maximum payments from COUNTY to PROVIDER for psychiatrist services

1 during the term of this agreement shall be a sum not to exceed _____
2 _____ as shown on Line 80 of attached
3 Program Budget (Exhibit "B"); or payment in accordance with the provisions
4 of c - g, below for services rendered from the beginning of the term
5 of this agreement through the termination date specified in the notice
6 of termination described in Agreement 13, below. Exhibit "B" shall be the
7 basis for limitations of any and all reimbursement from COUNTY to
8 PROVIDER for services provided. This budget includes additional revenues
9 that it is anticipated PROVIDER will receive from other sources.

- 10 b. The maximum payments from COUNTY to PROVIDER for psychiatric hospital ser-
11 vices during the term of this agreement shall be a sum not to exceed
12 FIVE THOUSAND DOLLARS (\$5,000) _____ as shown on Line
13 80 of attached program budget (Exhibit "B"); or payment in accordance with
14 the provisions of 10 c - g below, for services rendered from the beginning
15 of the term of this agreement through the termination date specified in
16 the notice of termination described in Agreement 14, below. Exhibit "B"
17 shall be the basis for limitations of any an all reimbursement from
18 COUNTY to PROVIDER for services provided. This budget includes additional
19 revenues that it is anticipated PROVIDER will receive from other sources.
- 20 c. The costs of rendering the herein described psychiatric hospital services
21 and payment of PROVIDERS prevailing rates for psychiatrist services,
22 attached hereto as Exhibit "c" and incorporated herein by reference thereto,
23 shall be paid by COUNTY to PROVIDER monthly upon submission of a claim,
24 in form prescribed by COUNTY, to COUNTY, designating services rendered
25 during the preceeding month. Claim will be adjusted by MENTAL HEALTH to
26 reflect any PATIENT not approved by MENTAL HEALTH, amounts PROVIDER is
27 determined entitled by MENTAL HEALTH to charge to PATIENT under Short-
28 Doyle eligibility standards, patient's insurance; or grants-in-aid; and

- 1 such amounts PROVIDER has charged to PATIENTS, but remain uncollected
2 after billing, six months after the date services was rendered. Said
3 claim must be countersigned and approved by MENTAL HEALTH.
- 4 d. Payments to PROVIDER shall be adjusted to the lower of actual cost or
5 the contract maximum upon the basis of a cost report submitted by
6 PROVIDER within 90 days of the end of the term of the agreement.
- 7
- 8 e. Where a herein recited report or claim is due from PROVIDER within a
9 month, payment for that month is expressly conditioned on the acceptance
10 by COUNTY'S herein designated representative of the PROVIDER'S progress
11 as consistent with this agreement.
- 12 f. Approval of this Agreement and the PROVIDER'S records as audited to be
13 accurate are conditions subsequent to COUNTY'S obligation to pay the
14 amount represented by an exception taken by the State.
- 15 g. COUNTY'S excuse of any given condition precedent or subsequent in any
16 given circumstance does not constitute a waiver of either that condition
17 subsequent or precedent or any other condition precedent or subsequent
18 as to future circumstances.
- 19 11. AMENDMENTS: Except as provided herein, the body of this agreement, together
20 with any exhibits attached hereto, fully expresses all understandings of
21 the parties concerning all matters covered and shall constitute the total
22 agreement. Except as provided herein, no additions to, or alterations of,
23 the terms of this agreement, whether by written or verbal understanding of
24 the parties, their officers, agents or employees shall be valid unless in
25 the form of a written amendment to this agreement which is formally approved
26 and executed by the parties executing this agreement or their successors in
27 office.
- 28 12. NOTICE: Any notice to be given parties to this agreement may be given per-
sonally or by depositing same postmarked and registered in the United States

1 mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
2 designated representatives, as applicable:

3 COUNTY:

4 Yolo County Mental Health Services
5 P. O. Box 1217
6 Woodland, California 95695

7 PROVIDER:

8 Sutter Community Hospitals
9 5275 F Street
10 Sacramento, California 95819

11 13. LIABILITY:

- 12 A. PROVIDER agrees to defend, indemnify and hold COUNTY
13 harmless for any and all claims, liability, or loss arising from
14 PROVIDER'S performance under this agreement.
15 B. Without in any way intending to limit or abrogate the effect of the
16 hereinabove recited Agreement, PROVIDER shall purchase and
17 maintain for the duration of this Agreement, Public and Malpractice
18 liability insurance in the amount of at least \$300,000/\$300,000
19 specifically naming COUNTY as an insured party thereto for all purposes.

20 14. TERM:

- 21 a. This agreement shall commence on July 1, 1980, and terminates on
22 June 30, 1981, unless as otherwise provided herein in agreement 14
23 b-c below.
24 b. This agreement may be terminated by either party upon thirty (30)
25 days written notice to the other of such intent, except as provided
26 herein in Agreement 14 c below.
27 c. Should the funds granted the COUNTY in the 1980-81 fiscal year State
28 or County final budget to cover the cost of the Mental Health Services
be reduced by greater than 10% or COUNTY'S Mental Health Program be

1 terminated by Local authorities, than the COUNTY may terminate this
2 agreement by providing Notice of Termination specifying an effective
3 date of termination no earlier than two (2) days following the post-
4 mark of the notice.

- 5 d. Should either party give notice of cancellation both parties will
6 exert their best efforts in good faith to find alternatives for
7 PATIENTS still requiring services of the type PROVIDER renders.

8 IN WITNESS WHEREOF, the parties hereto have executed this agreement
9 as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

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VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY

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Jen Orser
DEPUTY

MENTAL HEALTH SERVICES

Will B. Gomez
SUTTER COMMUNITY HOSPITALS

BY

CD Thomas
DIRECTOR

APPROVED AS TO FORM

CHARLES R. MACK

COUNTY COUNCIL

Charles R. Mack
COUNTY COUNCIL

EXHIBIT "A"
WORKING PROTOCOLS

1. SERVICES TO BE PERFORMED: PROVIDER shall provide to those children through the age of fifteen still attending high school as are referred in writing or by phone by MENTAL HEALTH.
2. PSYCHIATRIC HOSPITAL SERVICES:
 - a. The services provided by HOSPITAL shall consist of inpatient psychiatric unit at HOSPITAL which shall include inpatient service, partial hospitalization services such as day care, weekend care, and which services shall include the following:
 - 1) Room and meals
 - 2) Services of appropriate staff
 - 3) Medicines
 - 4) Routine laboratory services consisting of CBC, urinalysis, chest film, and serology, when indicated by treating physician
 - 5) Educational assessment and school program
 - 6) All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this agreement.
 - b. The parties served shall consist of the following:
 - 1) Minor voluntary patients pursuant to parental, guardian, and/or Court authorization, patients only 14 and over unless Lanterman-Petris-Short standards apply.
 - 2) Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare & Institutions Code Sections 5000 through 5401, inclusive):
 - a. 72-hour evaluation and treatment
 - b. Detention for evaluation and treatment without Court Order (pending conservatorship)
 - c. Detention for evaluation and treatment with Court Order
 - d. 14-day intensive treatment
 - e. Additional 14-day intensive treatment for suicidal persons
 - f. 90-day Post Certification Treatment of imminently dangerous persons
 - c. All services provided shall satisfy the standards set forth in Title IX, Chapter 1, Subchapter 3, Article 10, of California Administrative Code and any amendments thereto promulgated while this agreement is in force.
3. PSYCHIATRIC SERVICES: PROVIDER agrees to provide during the terms of this agreement the psychiatric services described below to patients referred to PROVIDER by MENTAL HEALTH, in accordance with MENTAL HEALTH'S Children Services' inpatient, partial hospitalization, and outpatient elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with HOSPITAL'S Utilization Review Procedure approved by the Director of MENTAL HEALTH. The service shall be performed by licensed physicians and surgeons who are certified or eligible for certification in psychiatry to the American Board of Psychiatry and Neurology. The services provided hereunder shall include the following:
 - a. Consultation consisting of thorough preparation for and testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this agreement.

- b. Communication to the Director or designee by PSYCHIATRISTS of their findings of any direct evaluation and treatment as soon as practically possible.
- c. Attendance, when requested by MENTAL HEALTH, at staff meetings, and completion of all patient forms, legal forms, and medical records with sufficient information to provide a clear and concise account of the diagnosis and treatment and provide such statistical and outcome evaluation reports as may be required by State Department of Mental Health to enable COUNTY to qualify for State funding of MENTAL HEALTH, and services rendered to implement the Utilization Review procedure approved by the Director of MENTAL HEALTH.
- d. HOSPITAL shall provide case-centered psychiatric consultation to employees of MENTAL HEALTH.

Program Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
- 50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
- 51. Subtotal Gross Cost
Item 45 minus item 50
- 65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and indentify by payer source the revenues that would be realized for services provided.
- 77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
- 80. Net Cost
Item 65 minus item 77
- 82. Units of Service
Total patient days, visits or staff hours for services provided.
- 85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

EXHIBIT B

CONTRACTOR: SUTTER COMMUNITY HOSPITALS
PROVIDER NO: 5704

SEE REVERSE SIDE

APPROVED BY _____

EXHIBIT "C"

<u>SERVICE</u>	<u>RATE</u>
1. Outpatient Psychiatric Clinic	
a. Individual Therapy	\$65.00 per hour
b. Group Therapy	33.00 per hour
c. Social Work Evaluation	50.00 per hour
2. Psychiatric Inpatient Service	268.00 per day regular care
3. Psychiatric Partial Hospital Service	400.00 per day intensive care
a. Full Day	70.00 per day + ancillary cost
b. Half Day (less than 4 hours)	35.00 per day + ancillary cost
4. Case-centered Psychiatric Consultation	42.00 per day
5. Inpatient Psychiatric Services	
a. Initial Psychiatric Evaluation:	
1) without physical	80.00
2) with physical	90.00
b. Daily Patient Visits:	
1) 15 minutes	15.00
2) 30 minutes	30.00
3) per hour	60.00
6. Testimony at Conservatorship Hearings	Prevailing rates in jurisdiction (\$150/half and \$300/full day)

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
SECTION 2, ARTICLE 11, 1977

BK

YOLO COUNTY AGREEMENT NO. 80-292

THIS AGREEMENT, made and entered into this 1st day of August, 1980,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

TITLE OF OFFICER ACTING FOR STATE Deputy Director	AGENCY Department of Health Services	NUMBER 80- 6390
--	---	--------------------

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor amount to be paid Contractor in time for performance or completion, and attach plans and specifications, if any.)

- The Contractor shall, in accordance with the WIC Program Manual, published by the State Department of Health Services:
 - Operate the Special Supplemental Food Program for Women, Infants and Children hereinafter referred to as "WIC".
 - Enroll only those persons determined eligible for Program benefits.
 - Ensure performance of medical and nutritional assessments on WIC applicants.
 - Document each participant's eligibility on the Certificate of WIC Eligibility Form provided by the State.
 - Provide a complete orientation for WIC participants including instruction in proper use of WIC food vouchers and information on rights and obligations under the program.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Health Services	CONTRACTOR (OTHER THAN AN AGENCY OF THE STATE) WHETHER A CORPORATION OR INDIVIDUAL Yolo County Health Department		
AUTHORIZED SIGNATURE <i>Don Klusman</i>	BY AUTHORIZED SIGNATURE <i>Arthur H. Edmonds</i>		
TITLE Chief Don Klusman, Chief, Contract Management Section, for: Program Support Branch	TITLE ARTHUR H. EDMONDS, VICE CHAIRMAN YOLO COUNTY BOARD OF SUPERVISORS		
ADDRESS 10 Cottonwood Woodland, CA 95625	ADDRESS 10 Cottonwood Woodland, CA 95625		
CONTINUED ON 3 SHEETS, EACH BEARING NAME OF CONTRACTOR	CONTINUED ON 3 SHEETS, EACH BEARING NAME OF CONTRACTOR		
Department of General Services Use ONLY	AMOUNT ENCUMBERED \$ 54,000	Health and Safety Code Section 105	Public Health Federal Funds
UNENCUMBERED BALANCE \$	CHARGE 105	START DATE 1980 - 81	
ADD. INCREASING ENCUMBERANCE \$	FUNCTION Local Agency Administrative Costs and Operating Expenses	LINE ITEM ALLOTMENT 9992-5601 612203	
ADD. DECREASING ENCUMBERANCE \$	I hereby certify, upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		
BY <i>Don Klusman</i>	SIGNATURE OF ACCOUNTING OFFICER <i>Clara M. Smith</i>		DATE 10/16/80
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with, and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER USING ON BEHALF OF THE AGENCY <i>Don Klusman</i>		DATE 10/16/80	

FILED

NOV 2 1980

PETER MONAGHAN, Clerk

By *Don Klusman*
DEPUTYAPPROVED AND TO FORM
CLERK OF COURT*Elizabeth C. Stoll*

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
OCT 17 1980
CHIEF COUNSEL
Department of General Services

- F. Provide WIC Program food vouchers and nutrition education services to eligible persons residing in Yolo County.
- G. Encourage receipt of health care by WIC participants.
- H. Maintain and have available for program review and audit, all records pertaining to financial operations, food voucher receipt and issuance, equipment purchases and inventory, eligibility certifications, nutrition education, civil rights, and fair hearings, and any other program related matters.
- I. Submit required reports to the State on a timely basis. The State reserves the right to assess a 1.5 percent penalty to the monthly claim for reimbursement for failure to adhere to specified time schedules.
- J. Assure that 95% or more of participant certification actions to approve or deny participant applications during the term of this agreement are properly performed and documented as set forth in the WIC Program Manual.
- K. Assume liability for food vouchers during the interval between Contractor's receipt from the printer and issuance to eligible WIC participants. The State reserves the right to assess the local agency up to the cost to the State of vouchers redeemed by ineligible persons.
- L. Submit to the State, prior to release, copies of the proposed publicity pertaining to the WIC Program; the State reserves the right to modify or withdraw said publicity.
- M. Maintain a written record of contacts with local food vendors, including information requests, reported abuses of food vouchers, etc.
- N. Follow-up reported voucher abuses by participants and/or refer reported abuses by vendors to the State WIC Program Regional Office for follow-up.
- O. Neither deny nor threaten to deny services to participants on any basis other than those defined in the WIC Program Manual.
- P. Release to the State the right to use any materials developed by the Contractor using WIC funds.
- Q. Submit to the State by the date prescribed by the State a plan for providing nutrition education to eligible persons; the State reserves the right to withhold up to 20% of funds payable under this agreement for failure to submit a nutrition education plan and/or carry out required nutrition education activities.

2. Contractor ensures that no conflict of interest exists between itself or person(s) in Contractor's employ and food vendor(s) within the Contractor's jurisdiction.
3. Contractor agrees upon notification of termination of contract to cooperate in any and all efforts to refer participants to other WIC agencies in order to maintain continuity of participation in the WIC Program.
4. The period of this contract shall be from October 1, 1980 through September 30, 1981.
5. This contract may be cancelled by either party by giving 30 days written notice to the other party.
6. The attached Exhibit A(F), entitled " Additional Provisions", is made a part hereof by this reference.
7. The Contractor shall abide by all applicable provisions of current State law which apply to the program operations.
8. The State shall provide direct assistance by issuing food vouchers to the Contractor for distribution to:

700 participants per month for October - December, 1980.

750 participants per month for January - March, 1981.

850 participants per month for April - June, 1981.

850 participants per month for July - September, 1981.

Contractor will be notified in writing by the State of periodic adjustments in caseload and shall adhere to any changes made in maximum caseload.

9. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered, and stating the contract number, for actual expenditures in accordance with the budget (attached hereto and shown as Exhibit 'B'), to: Department of Health Services, WIC Supplemental Food Section, 714 'F' Street, Room 355, Sacramento, CA 95814. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed \$2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item(s) to be reduced in order to increase the excess item(s) and provided further that the State reserves the right to deny any such claim for an excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount payable specified in Paragraph 10 of this agreement.

10. The total amount of this contract shall not exceed \$ 54,084.
11. Budget: See attached Exhibit 'B'.
12. The attached Exhibit 'C', titled "Prior to October 1, 1980 Language" is made a part hereof by this reference.
13. The attached Exhibit 'D', titled "Inventory of State Furnished Property" is made a part hereof by this reference.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS
(FOR FEDERALLY FUNDED SUBVENTION AID/LOCAL ASSISTANCE
COST REIMBURSEMENT CONTRACTS)

(1) Equal Opportunity Clause

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State, setting forth the provisions of the Equal Opportunity clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Federal or State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a means of enforcing such provisions including sanctions for noncompliance - provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

- A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding \$1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State or Federal Funds

- A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.
2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)
- a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1.
- b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.

- c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
3. (Applicable only if State furnishes nonexpendable property to Contractor.)
- a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.
 - b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
4. a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) - B, below are applicable to this paragraph concerning motor vehicles.
- b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.
 - c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.
 - d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
 - e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.
 - f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.

The certificate of insurance will provide:

- 1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

- 3) That the State will not be responsible for any premiums on the policy. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

- B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.
- C. 1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
2. State property shall be used only for the performance of this contract.
3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.
4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.
- D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A - 1 as stated in Paragraph A,2, above.

(7) Invoices and Income Restrictions

- A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

- B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records - Subcontract Language

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives, including the Comptroller General of the United States.
- C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.
1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.
- D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

"(Name of Vendor or Subcontractor) agrees to maintain and preserve, until four years after termination of (Contractor's name) agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of (Name of Subcontractor or vendor) related to this (purchase order or subcontract)."

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

- A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.
- C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice - Final Report - Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed \$3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) Rights In Data

- A. *Subject Data.* As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. *Federal Government and State Rights.* Subject only to the provisions of (C) below, the Federal Government and State may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- C. *License to Copyrighted Data.* In addition to the Federal Government and State rights as provided in (B) above, with respect to any subject data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner and for any purpose whatsoever, and to have or permit others to do so. *Provided, however,* that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- D. *Relation to Patents.* Nothing contained in this clause shall imply a license to the Federal Government and State under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government or State under any patent.
- E. *Marking and Identification.* The Contractor shall mark all Subject Data with the number of this contract and the name and address of the contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Federal Government or State shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- F. *Subcontractor Data.* Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State's rights in that subcontractor Subject Data.
- G. *Deferred Ordering and Delivery of Data.* The Federal Government or State shall have the right to order, at any time during the performance of this contract, or within 2 years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Federal Government's or State's right to use data delivered pursuant to this paragraph (G) shall be the same as the rights in Subject Data as provided in (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of 2 years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph (G), payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery.

(19) Disabled Veterans and Veterans of the Vietnam Era

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- D. The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Federal Contracting Officer, the State, or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
- E. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- F. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- G. The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- H. As used in this clause:
1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Federal Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Federal Government.
 2. "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 3. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
 4. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- I. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.
- J. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.
- K. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the Contracting Officers or State. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

- L. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- M. The Contractor will include the provisions of this clause in every subcontract or purchase order to \$10,000 or more unless exempted by rules, regulations, or orders of the Federal Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(20) Clean Air and Water

(Applicable only if the contract exceeds \$100,000, or the Federal Contracting Officer or State has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(e)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

A. The Contractor agrees as follows:

- 1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- 2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- 3. To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
- 4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

B. The terms used in this clause have the following meanings:

- 1. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).
- 2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).
- 3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act 42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(e) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(e) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

(21) Utilization of Small Business Concerns

- A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.
- B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(22) Utilization of Minority Business Enterprises

- A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.
- B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(23) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(24) Meetings, Seminars or Workshops

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

EXHIBIT NO. A 1

INSTRUCTIONS

Please complete this report in triplicate, return the original and one copy with your WIC Invoice requesting reimbursement for the item to: WIC Program, 714 P Street, Room 356, Sacramento, California 95814.

The third copy should be retained by you for your records. For information - Telephone: (916) 322-5277.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health Services will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and similar articles	Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top.
Chairs	Place tag at center of the rear edge of the seat.
One piece files or cabinets	Place tag on the upper left-hand corner of the front of the frame.
Upholstered furniture	Place tag on the side of an exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

EXHIBIT 'B'

CALIFORNIA WIC PROGRAM — PROJECT BUDGET

Contractor Name Yolo County Health Department Contract Number 80-6392
 Contract Period 10/1/80 - 9/30/81

A. Personal Services		Hours or % Time	Salary Rate *	Total Per Position	Budget Item Total
Position	Employee				
WIC Coordinator	Vacant	100%	\$1,121	\$13,453	
Nutrition Consultation	M. Brandt	60 hrs/mo	1,320/hrs	9,504	
Public Health Aide	M. Thomas	100%	1,147	13,767	
Public Health Aide	K. Corrigan	50%	944	5,664	
Public Health Administrator	R. Dale	10%	2,225	2,670	

* Average salary rates provide for cost of living and merit increases.

		Total Salaries and Wages	<u>345,056</u>
		Fringe Benefits	<u>7,210</u>
B. Operating Expenses			
Travel: Mileage not to exceed 21¢/mile			859
Passenger fare and per diem to State approved workshops			126
Office supplies and postage			300
Telephones			300
Educational Materials - Duplicating			150

BUDGET TOTAL

\$54,084

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

Prior to October 1, 1980 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to October 1, 1980 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after October 1, 1980.
- (2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Department of Agriculture for the fiscal year 1980-81 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

INVENTORY OF STATE FURNISHED PROPERTY

INSTRUCTIONS:

1. List each item of nonexpendable property having a unit cost of \$150 or more and a life expectancy of two years or more.
2. Copy information from Exhibit A-1's from prior contracts.
3. Please be accurate. This inventory becomes a part of your State contract.
4. If additional pages are necessary, use plain white paper and label column headings. Include Contractor name and contract number. Staple a copy of the page to this exhibit within all contract copies.

Date:

Contract Number: 80-63993

Contractor: Yolo County Health Department

Purchase Order or Document No.	Quantity	DESCRIPTION	State I. D. Tag No. (If motor vehicle, list license number)	Serial Number	Cost Per Unit	Date Received
		1. Include manufacturer's name, model number, type, size and/or capacity. 2. If motor vehicles, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.				
Not Required						

State Administrative Manual (S.A.M.) Section 8652 is quoted in part as follows:

Classes of Property. State property is classified either as expendable or nonexpendable.

2. Nonexpendable property consists of ... (c) equipment and accessories for such equipment. Equipment is defined as movable articles of nonexpendable property which have all of the following characteristics:

- a. A normal useful life (including extended life due to repairs) of two years or more.
- b. ... and ...
- d. An approximate unit cost of \$150 or more for other than land and structures.

BK

YOLO COUNTY AGREEMENT NO. 80-395
AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

The Board of Administration, Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of above public agency, hereinafter referred to as Public Agency, having entered into a contract under date of November 5, 1959, effective January 1, 1960, and as amended effective January 1, 1961, February 1, 1964, January 1, 1971, November 1, 1973, December 1, 1975, January 1, 1977, June 21, 1978, and December 2, 1979, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective December 2, 1979, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous and age 55 for local safety members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except such as by express provisions thereof apply only on the election of contracting agencies.
 3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. County Peace Officers (herein referred to as local safety members)
 - b. Employees other than local safety members (herein referred to as local miscellaneous members)

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

4. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 supersedes this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975.
5. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 60).
6. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.6 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 55).
7. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:
 - a. Section 20952.5 (Age 50 voluntary retirement) for local safety members only.
 - b. Section 20603.03 (Auxiliary employee contributions).
 - c. Section 21222.6 (Special 15% increase for certain local miscellaneous members).
 - d. Section 20963.6 (Waiver of age 70 retirement) for local miscellaneous members only.
 - e. Section 21222.85 (Special 3%-15% increase to pre-1-1-74 retirees).
 - f. Section 21222.86 (Special 1%-7% increase to pre-7-1-74 retirees).
8. Public Agency, in accordance with Section 20740, Government Code, ceased to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective on December 1, 1975. Accumulated contributions of Public Agency as of the aforementioned date shall be fixed and determined as provided in Section 20759, Government Code, and accumulated contributions as of the aforementioned date and contributions thereafter made shall be held by the Board as provided in Section 20759, Government Code.

9. Public Agency shall contribute to said Retirement System as follows:
- a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:
 - (1) 1.232 percent until June 30, 2000 on account of the liability for prior service benefits.
 - (2) 10.978 percent on account of the liability for current service benefits.
 - b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:
 - (1) 1.579 percent until June 30, 2001 on account of the liability for prior service benefits.
 - (2) 11.257 percent on account of the liability for current service benefits.
 - c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders or cash.

B. This amendment shall be attached to said contract and shall be effective on the 25th day of January, 1981.

Witness our hands the 18th day of November, 1980.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

BY _____
Carl J. Blechinger, Executive Officer

BY James C. Longenecker
Presiding Officer

Approved as to form:

Attest:

Cynthia G. Besemer 8/22/80
Cynthia G. Besemer, Legal Office, Date

Jan Orser
Clerk

PERS CON-702

APPROVED AS TO FORM
CHARLES D. MACK
COUNTY COUNSEL
Charles D. Mack
COUNTY COUNSEL

FILED

BK

OCT - 3 1980

AGREEMENT NO. 80-293

PETER McNAMEE, Clerk (For Certain Services Constitution a Nutrition Program)

By John Orsen
DEPUTY

THIS AGREEMENT, made and entered into this 30th day of

September, 1980, by and between the County of Yolo, a political sub-
division of the State of California, hereinafter referred to as COUNTY, and
Muriel Brandt, R.D., hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Health Services to develop, implement, and operate a Special Supplemental Food Program for Women, Infants, and Children, hereinftr referred to as WIC.
2. COUNTY'S responsibilites with respect to WIC and the funds allocated to it are carried out by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY.
3. There are insufficient AGENCY staff available to independently develop, implement and operate all elements of WIC.
4. COUNTY is prepared at the time of exeuction of this Agreement, to contract for certain services as described. PROVIDER is prepared to undertake the obligation to provide said services.
5. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICES OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, provide the following listed services:

- 1) Draft the 1982 NUTRITION PLAN, acceptable to State Department of Health Services WIC Staff by May 15, 1981.
- 2) Plan, organize, and perform ongoing WIC Nutrition Screening and certification training for designated AGENCY staff and establish and monitor control mechanisms for ensuring trained staff adhere to their training in practice.
- 3) Plan, organize, direct, coordinate, and control a Nutrition Education Program for clients, including materials to be used on an ongoing basis.
2. AGENCY'S SERVICE OBLIGATIONS:
- a. UTILIZATION REVIEW: Evaluate PROVIDER'S contribution to WIC in accordance with the requirements and criteria promulgated from time to time by the State Department of Health Services.
- b. Designate a representative or representatives for administrative and program affairs.
3. COUNTY'S DESIGNATED REPRESENTATIVES:
- a. Responsibility for this Agreement lies with AGENCY'S Director of Public Health.
- b. Director of Public Health may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks and liaison functions.
4. ASSIGNMENT/SUB-CONTRACTING:
- a. PROVIDER may not assign, or sub-contract, its responsibilities which are hereby recognized to be unique.
5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations,

including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

- a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER's performance under this agreement.
- b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, PROVIDER shall purchase and maintain for the duration of this Agreement, Professional Liability Insurance in the amount of at least \$200,000/\$600,000 specifically naming COUNTY as a co-insured party thereto for all purposes.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum: any selection screening process; the respective roles of AGENCY and PROVIDER in WIC program operations; AGENCY'S operational representatives and their functions; any role AGENCY is to play in review of PROVIDER's professional activities; state that patients or clients will be accepted for services by PROVIDER without adverse discrimination based upon race, color, religion, sex, handicap, marital status, national origin, affiliation preference, or ancestry; provisions describing PROVIDER'S procedure for identifying clinical needs and referring clients to providers other than AGENCY; provisions stating that PROVIDER

1 will specify in writing to referees other than AGENCY that said referrals
2 of WIC clients shall not be compensated by PROVIDER or COUNTY except on
3 the written authorization of AGENCY; provisions listing and describing
4 the specific services which are the subject of this Agreement; the
5 operational plan for rendering these services; the capacity and class-
6 ifications of persons who will provide said services; provisions listing
7 required PROVIDER licenses, if any; and target dates for obtaining, and
8 dates obtained provisionally and finally.

- 9 8. COMPLIANCE WITH CODE: PROVIDER agrees to comply with all applicable
10 provisions of State, Federal, and local status or regulatory acts or
11 procedures.

12 9. PAYMENT:

- 13 a. Within a reasonable time from PROVIDER'S submission of an invoice
14 which details work performed in the preceeding month by program ele-
15 ment, and claims the amount due for the month, and upon the acceptance
16 of the Director of Public Health Services or his designee PROVIDER'S
17 progress towards its objectives as satisfactory, COUNTY will pay
18 PROVIDER SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS
19 (\$784.75) per month for services rendered.
- 20 b. The maximum total payment to PROVIDER under the terms of this Agree-
21 ment will not exceed NINE THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS
22 (\$9,417).
- 23 c. Where a herein recited deadline, report, or claim is due from
24 PROVIDER within a month, payment for that month is expressly condi-
25 tioned on the acceptance by COUNTY'S herein designated representative
26 of the PROVIDER'S progress to be as agreed.
- 27 d. COUNTY'S excuse of any given condition precedent or subsequent in
28 any given circumstance does not constitute a waiver of either that

- 1 condition precedent or subsequent or any other condition precedent
2 or subsequent as to future circumstances. Where there is a doubt
3 as to the proper characterization of a provision as a promise or a
4 condition, it shall be construed to be both a promise and a condition.
- 5 e. In the event of PROVIDER'S bankruptcy or insolvency, it is agreed
6 that COUNTY, in pressing claims pursuant to this Agreement, will be
7 recognized as the creditor of first priority.
- 8 12. AMENDMENTS: Except as provided herein, the body of this Agreement,
9 together with any exhibits attached hereto, fully expresses all under-
10 standings of the parties concerning all matters covered and shall con-
11 stitute the total agreement. Except as provided herein, no additions
12 to, or alterations of the terms of this Agreement, whether by written
13 or verbal understandings of the parties, their officers, agents, or
14 employees shall be valid unless in the form of a written amendment to
15 this Agreement which is formally approved and executed by parties or
16 their successors in office or interest.
- 17 13. NOTICE: Any notice to be given parties to this Agreement may be given
18 personally or by depositing same postmarked and registered in the United
19 States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
20 designated representatives, as applicable, at the last known address
21 of either.
- 22 14. TERM:
- 23 a. This Agreement shall commence on October 1, 1980, and terminate
24 September 30, 1981, unless sooner cancelled by either party upon
25 thirty (30) days' written notice to the other of such intent.
- 26 b. Should either party give notice of cancellation, both parties will
27 exert their best efforts in good faith to find alternatives for re-
28ferred persons still requiring services of the type PROVIDER renders.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
2 as of the day and year hereinabove setforth.

3 COUNTY OF YOLO, a political sub-
4 division of the State of California

5 BY Arthur A. Edwards
6 VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 PETER McNAMEE, CLERK

9 BY Jan Onser
10 (DEPUTY)

11 Muriel R. Brandt, R.D.
12 MURIEL R. BRANDT, R.D.

13 PUBLIC HEALTH SERVICES

14 BY B. B. C. B.
15 DIRECTOR

16
17
18
19
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21
22
23
24 APPROVED AS TO FORM

25 CHARLES R. MACK
26 COUNTY COUNSEL

27 BY Elizabeth C. Hally
28 DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS

1. The Provider shall be responsible for ensuring that the nutrition plan is written, implemented, and evaluated in accordance with State Department of Health Services WIC requirements.
2. Agency's operational representatives:
The Director of Nursing Services of the Agency will have overall operational responsibility for the WIC program. It will be the responsibility of the Director of Nursing to ensure that the WIC Program meets State and Federal standards and the program is ran in accordance with generally accepted professional and business practices. To this end the Provider will keep the Director of Nursing Services fully informed of the activities relating to the nutrition education component of the WIC Program.
3. For all other issues refer to State WIC Program Manual, incorporated herein by reference thereto, which may be found in the office of the Director of Nursing, 10 Cottonwood Street, Woodland.
4. There are no required licenses.

FILED

SEP 30 1980

BK

AGREEMENT NO. 80-294

(S.T.E.A.C.)

PETER McNEESE, Clerk

By

Jan Orser
2 COUNTY

THIS AGREEMENT, dated for convenience this 30th day of September 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SOCIAL TEMPORAL EMERGENCY ALLEVIATION COMMITTEE, S.T.E.A.C., hereinafter referred to as "PROVIDER",

W I T N E S S E T H :

RECITALS:

A. COUNTY is desirous of making provisions for emergency services such as emergency shelter, food, counseling, furniture and clothing, emergency loans, and other emergency services for persons within Yolo County who are in need of such emergency services and have no other resources immediately available to provide for them.

B. PROVIDER is a volunteer agency that provides emergency services to those persons who are in need, and referrals are made by Social Services staff by calling PROVIDER'S hot-line number.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide a telephone hot-line for emergency services to persons who are in need.
2. PROVIDER hereby promises and undertakes to use all of said funds to provide a telephone hot-line. PROVIDER shall be liable to the COUNTY for funds improperly expended.
3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

1 services pursuant to this agreement.

2 4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any
3 portion thereof may be assigned or subcontracted by PROVIDER without the
4 express written consent of COUNTY and any attempt by PROVIDER to assign or
5 subcontract any performance of this agreement without the express written
6 consent of COUNTY shall be null and void and shall constitute a breach of this
7 agreement. Whenever PROVIDER is authorized to subcontract or assign, it will
8 include all the terms of this agreement in any such subcontract or assignment.

9 5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harm-
10 less COUNTY, its officers, agents, and employees from and against all claims,
11 demands, losses, damage, liability, cost, and expenses of whatever nature,
12 including court costs and counsel fees accruing or resulting to any person,
13 firm or corporation who may be injured by PROVIDER in the performance of this
14 agreement.

15 6. INSURANCE.

16 A. Public Liability. During the term of this contract, PROVIDER shall
17 maintain in full force and effect a policy of public liability insurance with
18 minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests,
19 PROVIDER shall cause COUNTY to be named as an additional insured on said policy
20 and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

21 B. Worker's Compensation. During the term of this contract, PROVIDER
22 shall comply fully with the terms of the law of California concerning worker's
23 compensation. Said compliance shall include, but not be limited to, maintaining
24 in full force and effect one or more policies of insurance insuring against any
25 liability PROVIDER may have for worker's compensation.

26 7. TERMINATION. Either party shall have the right to terminate this
27 agreement at its sole discretion at any time upon sixty (60) days' written
28 notice to the other. COUNTY shall also have the right to terminate this

1 agreement immediately for failure of PROVIDER to comply with the terms and
2 conditions of this agreement. In the case of early termination, a final payment
3 will be made to PROVIDER upon receipt of a report covering compensation earned
4 to termination. In the event of such immediate termination, COUNTY may proceed
5 with the work in any manner deemed proper by the COUNTY. The cost to COUNTY
6 shall be deducted from any sum due to PROVIDER under this agreement, and the
7 balance, if any, shall be paid PROVIDER upon demand.

8 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
9 accounting records showing the services performed in connection with the
10 performance of this agreement, including working papers in any way associated
11 for inspection by authorized representatives of COUNTY at any reasonable time
12 during the performance of the agreement, and for a period of three (3) years
13 from and after the date of final payment.

14 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making
15 and execution of this agreement, PROVIDER and any agents and employees of
16 PROVIDER are independent contractors and are not and shall not be construed to
17 be agents or employees of COUNTY and that PROVIDER shall have no authority,
18 expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any
19 obligation whatsoever.

20 10. TIME. Time is the essence of this agreement.

21 11. NO ALTERATION. No alteration or variation of the terms of this agree-
22 ment shall be valid unless made in writing and signed by the parties hereto,
23 and no oral understandings or agreement not incorporated herein, shall be
24 binding on any of the parties hereto.

25 12. LAWS.

26 A. PROVIDER shall comply fully with all applicable Federal, State,
27 and local laws, ordinances, regulations, and permits. PROVIDER shall secure
28 any new permits required by authorities having jurisdiction over the project,
and shall maintain any presently required permits.

1 B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
2 and and other federal, state or local law or regulation which prohibits dis-
3 crimination on the basis of sex, race, religion, age, handicap, or ethnic
4 background in the hiring of employees or in providing services under this
5 agreement.

6 13. COMPENSATION. The consideration to be paid PROVIDER, as provided
7 herein, shall be in compensation for all of PROVIDER'S expenses incurred in the
8 performance hereof, including travel and per diem, unless otherwise expressly
9 so provided.

10 14. PROVIDER shall be responsible for the selection and procurement of
11 necessary supplies and incidentals for provision of services under this agree-
12 ment.

13 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
14 successors of each of the parties.

15 16. PAYMENT. The COUNTY, for and in consideration of the covenants, con-
16 ditions, agreements, and stiuplations of the PROVIDER herein expressed does
17 hereby agree to pay as total compensation to PROVIDER the sum of \$1,400 .
18 Payment by COUNTY to PROVIDER each month shall be in the amount of PROVIDER'S
19 cost of the telephone hot-line for emergency services, for the months beginning
20 July 1, 1980 and ending June 30, 1981, upon the rendition of the bill for the
21 telephone hot-line. Payment shall be made on the 10th of each month for the
22 previous month's service. Regardless of the amount of the monthly reimburse-
23 ment, total compensation under this agreement shall not exceed \$1,400 .

24 17. TERM. The term of this contract shall commence on July 1, 1980 and
25 end on June 30, 1981.

26 18 SEVERABILITY OF PROVISIONS. If any provisions of this contract are
27 held invalid, the remainder of this contract shall not be affected thereby, if
28

1 such remainder would then continue to conform to terms and requirements of
2 applicable law.

3 19. The waiver of any breach of any provision of this agreement shall not
4 be construed to be a waiver of a breach of any other provision of this agree-
5 ment, or of any such subsequent breach thereof.

6 IN WITNESS WHEREOF, this agreement has been executed by the parties
7 hereto.

8 COUNTY:

9 COUNTY OF YOLO, a political subdivision
10 of the State of California

11 BY: Arthur H. [Signature]
12 VICE CHAIRMAN OF THE BOARD OF SUPERVISORS
13 COUNTY OF YOLO, STATE OF CALIFORNIA

14 ATTEST:

15 PETER McNAMEE, CLERK

16 BY: Jan Orser
17 DEPUTY
18 (SEAL)

19 PROVIDER:

20 SOCIAL TEMPORAL EMERGENCY ALLEVIATION
21 COMMITTEE, S.T.E.A.C.

22 BY: Robert M. [Signature]
23 Authorized Representative
24 Treasurer

25 APPROVED AS TO FORM

26 CHARLES R. MACK

27 Elizabeth A. [Signature]
28 DEPUTY COUNTY COUNSEL

FILED

SEP 30 1980

BR

AGREEMENT NO. 80-295

PETER M. J. J. Clerk (Agreement Extending Term of the Information and Referral and
By Janet Transportation Agreement with the City of Winters)

AGENCY

THIS AGREEMENT executed this 30th day of September, 1980

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF WINTERS, a municipal corporation, incorporated under the laws of the State of California, herein-after referred to as AGENCY.

WITNESSETH:

RECITALS:

1. COUNTY and AGENCY entered into an agreement to provide Information, Referral and Transportation Services to older Americans, dated November 9, 1976, Yolo County Agreement #76-304, whereby AGENCY agreed to provide said services for COUNTY for a period terminating on December 31, 1976.
2. Said Agreement was extended to December 31, 1977 by Agreement #77-88.
3. Said Agreement was further extended to December 31, 1978 by Agreement #78-125.
4. Said Agreement was further extended to December 31, 1979 by Agreement #79-03.
5. Said Agreement was further extended to June 30, 1980 by Agreement #80-178.
6. COUNTY and AGENCY desire to further extend the term of said Agreement #76-304 subject to the below stated terms and conditions.

AGREEMENTS:

1. The term of said Agreement #76-304 is extended and shall terminate on June 30, 1981.

2. In consideration of the performance of the terms and conditions of said Agreement #76-304, as herein amended, COUNTY shall pay AGENCY the funds earned for each monthly reporting period. In no event shall the funds paid by COUNTY to AGENCY exceed the sum of One Thousand Six Hundred and Nine Dollars (\$1,609), which are the maximum total funds available under this Agreement. In no event will any claims by AGENCY against COUNTY be paid for performance after June 30, 1981.
3. Performance standards attached to this Agreement (Exhibit A) are a part of this Agreement and reflect the performance expected of AGENCY during the period of this Agreement.
4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay funds pursuant to this Agreement is the receipt by COUNTY from Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. If said funds are reduced, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.
5. In all other respects, the terms and conditions of said Agreement #76-304 are hereby ratified and confirmed.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
2 this 30th day of September, 1980.

3
4 COUNTY OF YOLO, a political subdivision
of the State of California

5
6 BY Arthur H. Chouard
7 VICE CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO,

8
9
10 CITY OF WINTERS, a municipal corporation
11 incorporated under the laws of the State
of California

12
13 BY Art H. Chouard
14 VICE MAYOR

15 ATTES:

16 PETER McNAMEE, CLERK

17 BY Jan Orser, DEPUTY

18 (SEAL)

19
20
21 Attachments to this Agreement:

22 Exhibit A - Performance Standards for Agency

23 Exhibit B - Budget for Agency

24
25
26 APPROVED AS TO FORM

27 CHARLES R. MACK
COUNTY COUNSEL

28 BY Elizabeth A. Stelly
DEPUTY COUNTY COUNSEL

EXHIBIT A

PERFORMANCE STANDARDS

The City of Winters shall provide 270 driver escorted trips for seniors living in the Winters area. These shall average approximately 22.5 trips per month.

EXHIBIT B

BUDGET

TRANSPORTATION SERVICES

Cost of Transportation	\$1,609.
Inkind donation of driver/escort	<u>179.</u>
Total Budget	\$1,788.
Less Inkind	<u>179.</u>
Total Title III Share	\$1,609.

BK.

FILED

OCT 7 1980

AGREEMENT NO. 80-296
LEASE

PETER McNAMEE, Clerk
By Rich McNamee
DEPUTY

THIS LEASE is made the 30th day of September, 1980,
between the HAUSSLER INDUSTRIAL PARK, a California general partnership,
(LANDLORD), and the COUNTY OF YOLO, a political subdivision (TENANT), who
agree as follows:

RECITALS:

This lease is made with reference to the following facts and objectives:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth, those certain premises situated in the City of Davis, County of Yolo, California, and described as follows:

An area comprising approximately 1320 square feet located on a portion of the property described as the Haussler Industrial Park, located wholly within Yolo County Assessor's Parcel 32-570-47, said area being more commonly known as Suite D, 1910 5th Street, and which is more particularly defined in the attached "Exhibit A".

2. USE. The premises shall be used and occupied only for the purpose of County offices or any other office use reasonably related thereto.

3. TERM OF LEASE AND OPTION TO EXTEND TERM

A. Term The term of the lease shall commence on the date of TENANT'S acceptance of premises, as set forth below, and expire on September 30, 1982.

1 B. Completion of Construction. LANDLORD shall complete the
2 construction required by "Exhibit A" within 60 days after
3 the final plans and specifications and working drawings have
4 been approved by all appropriate government agencies. The
5 period for completion of construction shall be extended by
6 the time needed to perform the additional construction
7 covered by any change order requested by TENANT and author-
8 ized by LANDLORD, and by any delay due to causes beyond the
9 reasonable control of LANDLORD or LANDLORD'S contractor.
10 If LANDLORD does not complete the construction by January
11 21, 1981, for any reason except delays caused by authorized
12 change orders requested by TENANT, after that date either
13 party can terminate this lease at any time before the
14 required construction is completed, by giving notice to the
15 other party.

16
17 C. Taking of Premises. LANDLORD shall notify TENANT of the
18 expected date for substantial completion of LANDLORD'S
19 construction obligations at least 10 days before that date.
20 After LANDLORD notifies TENANT of the date, TENANT shall
21 have the right to enter the premises to commence equipping
22 and fixturing the premises, as long as the entry does not
23 interfere with LANDLORD or LANDLORD'S contractor.
24 TENANT shall take possession of the premises on substantial
25 completion of LANDLORD'S construction obligations required
26 by this exhibit.
27 If TENANT enters the premises as provided in this paragraph,
28 all the provisions of the lease shall be in full force and

1 effect except the rent provisions.

2
3 D. Acceptance of Premises. Within 5 working days after

4 LANDLORD has notified TENANT that the improvements of the
5 premises have been substantially completed (whether or
6 not TENANT is then in possession of the premises as allowed
7 by paragraph 3C, TENANT shall deliver to LANDLORD a list of
8 items that TENANT deems it necessary that LANDLORD complete
9 or correct in order for the premises to be acceptable.

10 LANDLORD shall immediately commence to complete or correct
11 the items, except those that it contends are not justified.
12 If TENANT does not deliver the list to LANDLORD within the
13 5 day period, TENANT shall be deemed to have accepted the
14 premises and approved the construction.

15
16 E. Option to Extend Term. TENANT is given the option to
17 extend the term on all provisions contained in this lease
18 for a four year period ("extended term") following expiration
19 of the initial term, by giving written notice of exercise
20 of the option ("option notice") to LANDLORD not later
21 than June 30, 1982.

22
23 4. HOLDING OVER. If TENANT, with LANDLORD'S consent, remains in
24 possession of the premises after expiration or termination of the
25 term or after the date in any notice given by LANDLORD to TENANT
26 terminating this lease, such possession by TENANT shall be deemed
27 to be a month-to-month tenancy terminable on thirty (30) days'
28 notice given at any time by either party. All provisions of this

1 lease except those pertaining to term and option to extend shall
2 apply to the month-to-month tenancy.
3

4 5. RENT.

5 A. Minimum Monthly Rent. TENANT shall pay, as the minimum monthly
6 rent, the sum of EIGHT HUNDRED AND EIGHTY FOUR AND NO/100
7 (\$884.00) DOLLARS to the LANDLORD, by County Warrant, on the
8 first day of each month during the term of this lease, commencing
9 on the first day of the first full month of the term of this
10 lease.

11 This basic rental recognizes the amortized cost of the building
12 modifications shown in the attached "Exhibit A", and is
13 approximately \$0.67 per square foot for the modified office
14 space. Rent for any period during the term hereof which is for
15 less than one month shall be a pro rata portion of the monthly
16 installment. The foregoing monthly rental rate includes
17 TENANT'S use of common areas and parking lots.
18

19 B. Adjustments to Monthly Rent. The monthly rent shall be adjusted
20 annually during the initial and extended terms of this lease
21 commencing with the October payment each year according to the
22 following schedule:

<u>Term</u>				<u>Monthly Rent</u>	
October 1 1981	-	September 30 1982	-	\$972	
October 1 1982	-	September 30 1983	-	\$1069	
October 1 1983	-	September 30 1984	-	\$1176	
October 1 1984	-	September 30 1985	-	\$1294	
October 1 1985	-	September 30 1986	-	\$1423	

1 6. REAL PROPERTY TAXES: LANDLORD shall pay all real property taxes
2 applicable to the premises; provided, however that TENANT shall
3 pay, as additional rent, a proportion of all increases in real
4 property taxes assessed against the entire Haussler Industrial Park
5 (Yo!o County Assessors Parcel #32-570-47) over and above the real
6 property taxes assessed against said Haussler Industrial Park for the
7 1980-1981 tax year. TENANTS proportion of said increased taxes shall
8 be 4.58 percent, which is the ratio of the increase that the total
9 number of square feet in the premises bears to the total number of
10 leasable square feet in the Haussler Industrial Park.

11
12 7. UTILITIES. In addition to the rents herein reserved, TENANT agrees
13 to furnish and pay promptly for all gas and electricity supplied to
14 the demised premises.

15 Further, TENANT shall pay for sewer, water, and garbage disposal
16 provided by LANDLORD which shall be billed to TENANT by LANDLORD,
17 or by LANDLORD's agent. LANDLORD shall at its sole expense provide
18 separate meters to measure gas and electricity provided to demised
19 premises.

20
21 8. MAINTENANCE. Except as provided herein, TENANT, at its own cost
22 shall maintain premises in safe, neat, and clean condition at all
23 times. TENANT will perform minor periodic maintenance including
24 changing electric lamps and ballasts, changing heating and air
25 conditioning filters on a monthly basis, and replacing all glass.
26 LANDLORD at its cost, shall maintain in good condition the structural
27 parts of the building and other improvements in which the premises
28 are located, which structural parts shall include the foundations,

bearing and exterior walls (excluding glass), roof, heating and air conditioning systems, and unexposed portions of the electrical, plumbing and sewage systems. In addition to the foregoing, LANDLORD shall maintain all common areas outside of the premises and within the exterior boundaries of the center. In the event that LANDLORD fails or refuses to make such repairs or causes such repairs to be made, then TENANT may cause the same to be done at the expense of LANDLORD and such expense shall be offset against any monies due by the terms hereof from TENANT to LANDLORD.

9. GLASS. TENANT agrees to replace immediately, at TENANT'S cost and expense, all plate glass and windows and skylights broken or destroyed by accident or act of third parties or by TENANT'S agents or employees.

10. ALTERATIONS. TENANT will not make or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

11. WASTE: TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance.

12. TENANT'S FURNISHINGS. TENANT shall have the right to furnish and install such counters, movable partitions, shelves, or other fixtures and equipment and non-structural modifications necessary to fulfill the stated uses of the premises by TENANT, as in the judgment of

TENANT may be appropriate, and all such alterations and improvements that may be required by TENANT shall be done at the cost, charge and expense of TENANT, and all such alterations, additions, or improvements, counters, shelving, movable partitions, or other fixtures and equipment placed therein by TENANT shall remain the property of TENANT and may be removed therefrom upon the expiration of this lease or any extension thereof, or any sooner termination thereof, and TENANT agrees to make any repairs to the premises for damage occasioned by such removal.

13. INSURANCE.

A. Liability Insurance. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than \$100,000 for any one person injured, or killed, not less than \$300,000 for any one accident, and not less than \$50,000 for property damage.

B. Property Insurance.

(1) LANDLORD shall obtain and keep in force during the term of this lease, a policy or policies of insurance covering loss or damage to the premises, but not to TENANT'S fixtures,

1 equipment, or TENANTS improvements in the amount of the
2 full replacement value thereof, providing protection against
3 all perils included within the classification of fire,
4 extended coverage, vandalism, malicious mischief, special
5 extended perils (all risk) but not plate glass insurance.
6 In addition, the LANDLORD shall obtain and keep in force,
7 during the term of this lease, a policy of rental income
8 insurance covering a period of six months, with loss payable
9 to LANDLORD which insurance shall also cover all real
10 estate taxes and insurance costs for such period. In the
11 event the premises contains sprinklers, then the insurance
12 coverage shall include sprinkler leakage insurance.

13 (2) TENANT shall pay to LANDLORD, during the term hereof, in
14 addition to the rent, the amount of any increase in premiums
15 for the insurance required under this paragraph, over and
16 above such premiums being paid at the commencement of the
17 term of this lease, whether such premium increase shall be
18 the result of the nature of TENANT'S occupancy, any act
19 or omission of TENANT, requirements of the holder of a
20 mortgage or deed of trust covering the premises, or
21 increased valuation of the premises or general rate in-
22 creases.

23 (3) TENANT shall not be responsible for paying any increase in
24 the property insurance caused by the acts or omissions of
25 any other tenants of the buildings of which the premises
26 are a part.
27
28

1 (4) TENANT shall pay any such premium increases to the
2 LANDLORD within 30 days of receipt by TENANT of a copy of
3 a premium statement or other satisfactory evidence of the
4 amount due. If the insurance policy is maintained hereunder
5 cover other improvements in addition to the premises,
6 LANDLORD shall also deliver to TENANT a statement of the
7 amount of such increase attributable to the premises and
8 showing in reasonable detail, the manner in which such amount
9 was computed. If the term of this lease shall not expire
10 concurrently with the expiration of the period covered by
11 the insurance, TENANTS liability for premium increases
12 shall be prorated on an annual basis.
13

14 14. WAIVER OF SUBROGATION. The parties release each other, and their
15 respective authorized representatives, from any claims for damage to
16 any person or to the premises and the building and other improvements
17 in which the premises are located, and to the fixtures, personal
18 property, TENANT'S improvements, and alterations of either LANDLORD
19 or TENANT in or on the premises and the building and other improve-
20 ments in which the premises are located that are caused by or result
21 from risks insured against under any insurance policies carried by
22 the parties and in force at the time of any such damage.
23 Each party shall cause each insurance policy obtained by it to provide
24 that the insurance company waives all right of recovery by way of
25 subrogation against either party in connection with any damage
26 covered by any policy. Neither party shall be liable to the other
27 for any damage caused by fire or any of the risks insured against
28 under any insurance policy required by this lease.

1 15. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD
2 harmless from and against any and all claims arising from any act,
3 omission, or negligence of TENANT, or its contractors, licensees,
4 agents, servants, or employees.

5
6 16. DESTRUCTION

7 A. Destruction Due to Risk Covered by Insurance. If, during the
8 term, the premises are totally or partially destroyed from a
9 risk covered by the insurance described in paragraph 13, rendering
10 the premises totally or partially inaccessible or unusable,
11 LANDLORD shall restore the premises to substantially the same
12 condition as they were in immediately before destruction if said
13 insurance proceeds are sufficient to cover the actual cost of
14 restoration. Such destruction shall not terminate this lease,
15 provided, however, TENANT shall be entitled to a pro rata
16 reduction in rent for any period during which the premises are
17 totally or partially unusable. If the existing laws do not permit
18 the restoration or such insurance proceeds are not sufficient to
19 restore the premises to said condition, either party can
20 terminate this lease immediately by giving notice to the other
21 party.

22
23 B. Destruction Due To Risk Not Covered By Insurance

24 (1) If during the term the premises are totally or partially
25 destroyed from a risk not covered by the insurance described
26 in paragraph 13, rendering the premises totally or partially
27 inaccessible or unusable, LANDLORD shall restore the premises
28 to substantially the same condition as they were in immediately

1 before destruction. Such destruction shall not terminate this
2 lease. If the existing laws do not permit the restoration,
3 either party can terminate this lease immediately by giving
4 notice to the other party.

5 (2) If the cost of restoration exceeds five percent (5%) of
6 the then replacement value of the premises destroyed, LANDLORD
7 can elect to terminate this lease by giving notice to TENANT
8 within fifteen (15) days after determining the restoration cost
9 and replacement value. If LANDLORD elects to terminate this
10 lease, TENANT, within fifteen (15) days after receiving LANDLORD'S
11 notice to terminate, can elect to pay to LANDLORD, at the time
12 TENANT notifies LANDLORD of its election, the difference between
13 five percent (5%) of the replacement value of the premises and
14 the actual cost of restoration, in which case LANDLORD shall
15 restore the premises. On TENANT'S making its election to con-
16 tribute, each party shall deposit immediately the amount of its
17 contribution with a trustee agreed to by the parties.

18 (3) If LANDLORD elects to terminate this lease and TENANT does
19 not elect to contribute toward the cost of restoration as provided
20 in this paragraph, this lease shall terminate.

21
22 C. Abatement or Reduction of Rent. In case of destruction, there
23 shall be a pro rata abatement or reduction of rent.

24
25 D. Loss During Last Part of Term. If destruction to the premises
26 occurs during the last year of the term, Landlord can terminate
27 this lease by giving notice to TENANT not more than fifteen (15)
28 days after the destruction.

1 E. Extent of LANDLORD'S Obligation To Restore. If LANDLORD is
2 required or elects to restore the premises as provided in this
3 paragraph, LANDLORD shall not be required to restore alterations
4 made by TENANT, TENANT'S improvements, TENANT'S trade fixtures,
5 and TENANT'S personal property, such excluded items being the
6 sole responsibility of TENANT to restore.
7

8 17. ASSIGNMENT AND SUBLETTING. TENANT shall not assign nor sublease the
9 said premises, or any part thereof, without the written consent of
10 LANDLORD first had and obtained, and that a consent to one assignment
11 or subletting shall not be construed as a consent to any subsequent
12 assignment or subletting.
13

14 18. CONDITIONAL LIMITATIONS. Each term and each provision of this lease
15 performable by TENANT shall be construed to be both a covenant and
16 a condition.
17

18 19. WAIVER. One or more waivers by LANDLORD of any covenant or condition
19 shall not be construed as a waiver of a subsequent breach of the
20 same or any other covenant or condition. LANDLORD's consent to or
21 approval of any act by TENANT requiring LANDLORD's consent or approval
22 shall not be deemed to waive or render unnecessary LANDLORD's consent
23 to or approval of any subsequent similar act by TENANT.
24

25 20. CONSENT OF PARTIES. Whenever consent or approval of either party
26 is required, that party shall not unreasonably withhold such consent
27 or approval.
28

1 21. LANDLORD'S ACCESS. LANDLORD and LANDLORD'S agents shall have the
2 right to enter the premises at reasonable times for the purpose of
3 inspecting the same, showing the same to prospective purchasers,
4 lenders, or lessees, and making such alterations, repairs, improve-
5 ments or additions to the premises or to the building of which they
6 are a part as LANDLORD may deem necessary or desirable. LANDLORD may
7 at any time place on or about the premises any ordinary "For Sale" signs
8 and LANDLORD may at any time during the last 120 days of the term
9 hereof place on or about the premises any ordinary "For Lease" signs,
10 all without rebate of rent or liability to TENANT.

11
12 22. INGRESS AND EGRESS. TENANT shall have reasonable and unimpaired
13 access to the premises at all times except as provided in Paragraph 16
14 (Destruction).

15
16 23. SIGNS. TENANT, at TENANT'S expense, shall have the right to place,
17 construct, and attach to the subject premises, and the outside there-
18 of, such signs of standardized design as specified by the LANDLORD.

19
20
21 24. NOTICES. All notices required by this Agreement shall be in writing,
22 and shall be served by deposit in the U.S. Mail, postage paid, and
23 addressed as follows:

24
25 TENANT: DIRECTOR OF GENERAL SERVICES AGENCY
26 COUNTY COURTHOUSE
27 725 COURT STREET
28 WOODLAND, CALIFORNIA 95695

1 LANDLORD: HAUSSLER INDUSTRIAL PARK
2 ATTN: FLOYD TARPENNING, GENERAL MANAGER
3 3415 AMERICAN RIVER DRIVE, SUITE C
4 POST OFFICE BOX 255205
5 SACRAMENTO, CA 95825

6 25. ATTORNEYS' FEES: If either party becomes a party to any litigation
7 concerning this lease, the premises, or the building or other improve-
8 ments in which the premises are located, by reason of any act or
9 omission of the other party or its authorized representatives, and not
10 by any act or omission of the party that becomes a party to that
11 litigation or any act or omission of its authorized representatives,
12 the party that causes the other party to become involved in the
13 litigation shall be liable to that party for reasonable attorneys' fees
14 and court costs incurred by it in the litigation.

15 If either party commences an action against the other party arising
16 out of or in connection with this lease, the prevailing party shall
17 be entitled to have and recover from the losing party reasonable
18 attorneys' fees and costs of suit.

19 26. SEVERABILITY. The invalidity of any provision of this lease, as
20 determined by a court of competent jurisdiction, shall in no way
21 affect the validity of any other provision hereof.

22
23 27. BINDING ON SUCCESSORS. This lease shall be binding on and inure to
24 the benefit of the parties and their successors.
25
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed lease on the day
2 and year first above written.
3

4 LANDLORD:

5 *Harold Industrial Park*
6 *Harold Industrial Park*
7 *General Partner*

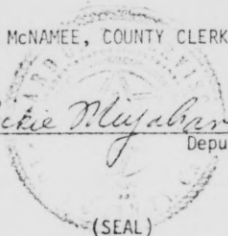
8 TENANT:

9 *Arthur J. Edwards*
10 *VICE CHAIRMAN OF THE BOARD OF SUPERVISORS*

11 ATTEST:

12 PETER McNAMEE, COUNTY CLERK

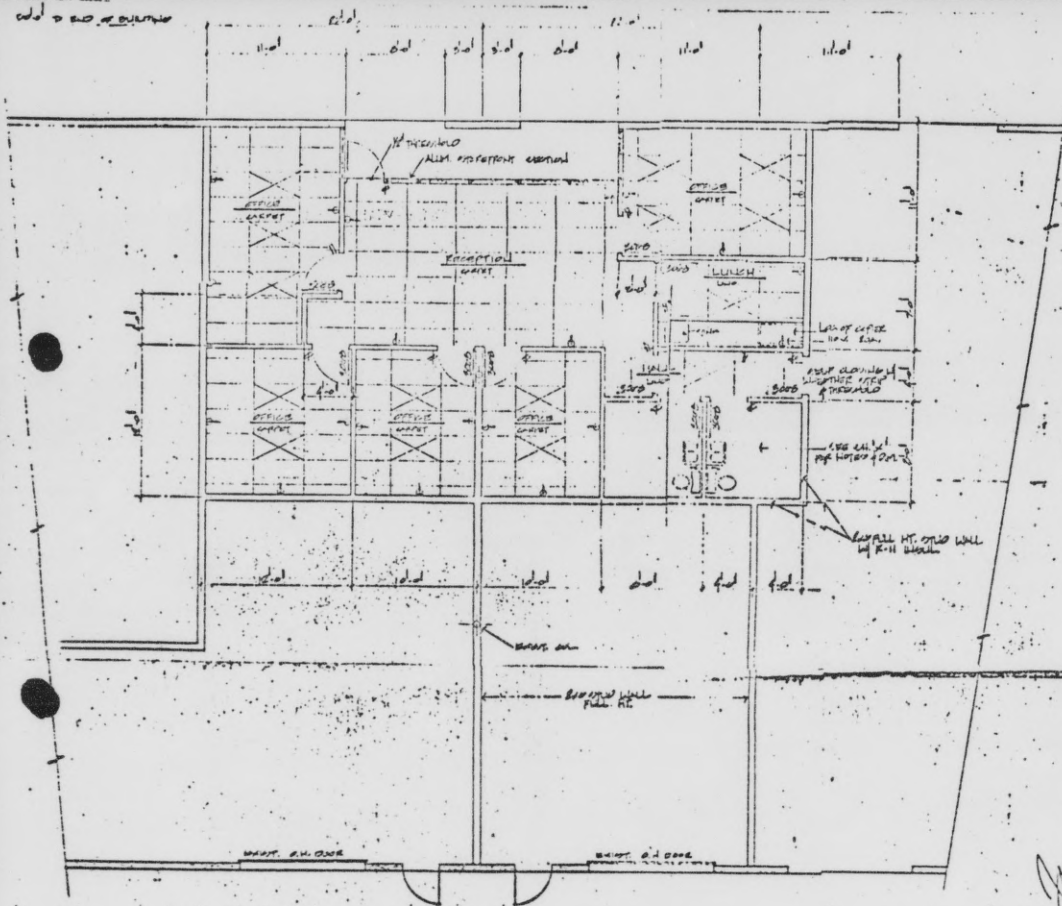
13
14
15
16 By *Rickie Mayabara*
17 Deputy



19 Approved as to Form

20 Dated _____

21 Counsel of Yolo County



DIRECT MAINTENANCE PLAN

REF. COLUMBIA MAPS HAVE A CORRELATION NOTES AND EXIST. E

Mustang Insurance Services
Concessionaire Inc

Yolo county, District No. 1

LADIES PIA OBI
AT OLIVE

Leo McClure & Associates

EXHIBIT "A"

Date _____
 Name _____
 Room _____
 Age _____
 Street No. **2X**
 Phone _____

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PSE Project

Agreement/
Subgrant No. 80-207

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Aquarian Effort, Inc.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Aquarian Effort, Inc. hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Alternative House Recreation Project OCT 27 1980

MAILING ADDRESS : 2104 Capitol Avenue 1330 "P" STREET PETER McNAMEE, Clerk
By *[Signature]*

CITY & STATE : Sacramento, CA 95814 PHONE : 494-6297/372-5400
739-1763

PROGRAM DIRECTOR : Galen Phipps

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$10,212

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Galen L. Phipps

By Signature

[Signature]

Name and Title

Galen L. Phipps
Program Director
The Alternative House

Date

10-23-80

Name and Title

Twyla J. Thompson, Chairman
Board of Supervisors

FDR

Date

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Aquarian Effort, Inc.
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Aquarian Effort, Inc.

_____ is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Project Contract Narrative
- (i) Operating Budget
- (j) Prime Sponsor Significant Segment Goals for Public Service Employment
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 10,212, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.
(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

- the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.
23. Alterations
- No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.
24. Waiver
- The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.
25. Successors
- This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.
26. Clear Air Act of 1970
- If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.
27. Nepotism
- Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.
- (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-297.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
ARTHUR H. EDWARDS
(Signature of Authorized Officer)

FCR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

THE AQUARIAN EFFORT, INC.

(Legal Name of SUBGRANTEE)

Galen L. Phipps
(Signature of Authorized Officer)

10-23

1980

Program Director

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

The Aquarian EFFORT

Name of Subgrantee

Galen L. Phipps

Authorized Signature

10-23-80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

The Aquanion Effort, Inc
(Legal Name of SUBGRANTEE)

10-23 19 80
(Date)

Galen L. Pappas
(Signature of Authorized Officer)

Program Director
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, Galen Phipps, AM RESPONSIBLE FOR

The Aquarian Effort AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Galen Phipps

SIGNATURE OF THE PERSON RESPONSIBLE

I. Project Abstract

The Aquarian Effort Alternative House is a residential, drug abuse treatment facility located at 1731 West Capitol Avenue, in West Sacramento. The program is in its fifth year of service to the Yolo County area. Approximately 30% of the population of The Alternative House are Yolo County residents. While at The Alternative House the residents formulate intensive treatment plans. Of great need to the program and its treatment regimen is a formulized schedule of recreation activities.

The recreation offered currently at The Alternative House can in no way be described as an adequate system. The P.S.E. Recreation Project will solidify and organize from the existing sporadic activities a formal recreation program that is geared to be both theraputic and instructive. During the organization and planning stages of this project there will be a constant effort made to coordinate activities with existing programs in the East Yolo area. The final activity of the project is to formalize a curriculum to be passed on to existing program staff. Once organized, existing program staff can be trained to assume the responsibility of this on-going curriculum.

The benefits to The Alternative House of such a project will be much appreciated by the residents. A curriculum will be established to form an on-going recreational therapy program. At this stage, recreation can be used in a very specific way as a treatment tool, and incorporated in each residents therapy treatment plan. Through this process each resident can learn the value of recreation and methods to incorporate recreation into their daily life when released.

IV. Goals and Objectives

PSE Project	
Recreational Therapist	
Goals	OBJECTIVES
To provide a recreational program, supervised by a single individual, which will serve the programatic need for tension release and healthful play, as well as teaching each individual resident techniques for healthful play once released.	A. To select an individual whose skills and attitudes are conducive to teaching 25-30 residents recreational skills. B. To develop and initiate a recreational plan which accomodates the therapy plan for each resident (eg. Therapist will meet with each counselor to tailor recreational needs). C. To develop recreational resources in the community, and out-living areas which will accomodate our residential needs. D. To develop a time-frame for the institution and completion of each of the above tasks. E. To create a journal cirriculum to be turned over to trained staff upon project completion.

ACTIVITIES AND TIMELINES

OBJECTIVES(S):

TASKS	RESPONSIBILITY	DATE BEGIN	DATE ACCOMP.
1. Interview and hire personnel	Director & Staff	October 1	October 15
2. Review programs existing recreational efforts.	Project Person	October 15	November 1
3. Assume responsibilities for current recreational activities.	Project Person	November 1	On-going
4. Research in-program & Community alternatives.	Project Person	November 15	On-going
5. Present NEW alternatives to staff personnel for feedback.	Project Person	December 1	January 1
6. Experiment with new options.	Project Person	January 1	March 1
7. Organize formal schedule of activities.	Project Person	March 1	March 15
8. Present formal schedule to staff personnel for approval.	Project Person	April 15	May 1
9. Project trial period.	Project Person	March 15	August 1
10. Formalize a curriculum.	Project Person	August 1	September 1
11. Train designated staff to assume responsibility of project.	Project Person	September 1	September 30

IV. Coordination

There are a number of services in Yolo County and the surrounding area that can be coordinated with a recreation program at The Alternative House. Through the Yolo County Parks and Recreation Local YMCA we may be able to coordinate some activities they hope to establish in the East Yolo area. Our program through ticket donations also involve local professional programs such as The Sacramento Buffalos and The Sacramento Gold Soccer team. College and University programs including, drama and music hopefully can also be incorporated into the recreation program of The Aquarian Effort Alternative House.

It is not possible for me to comprehend a recreation program not using to the maximum any and all community resources available. To put together an adequate recreation program it is absolutely necessary to coordinate with existing community efforts.

VII. Position Specifications

Job Title - Recreation Therapist

Agency - The Aquarian Effort, Inc.

Qualifications

This person must be sociable with good organization ability. They must have good leadership skills to manage up to 30 people in organized recreational activities. It is necessary to have reading and writing skills. It is helpful if this person is athletic and has a knowledge of health and nutrition.

Experience

It is necessary that the applicant has had some therapy experience in their background. A background in organized recreational activity is also important. Since the work setting will be in a residential treatment facility, knowledge of drug users and their specific personalities is preferred.

Education

A High School Diploma and at least 2 years of college in recreation or a therapy field is required.

Duties

The initial duties will be to review existing recreational efforts at The Alternative House, and organize under one person a recreation program. This will involve consulting and co-ordinating efforts with other staff. You will be responsible for finding new activities and leading them on your own. The eventual goal at the end of the project is to create a curriculum to be turned over to regular staff trained by you.

Salary: \$ 10,207.00 per year

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Galen Phipps

The Aquarian Effort, Inc.

Phone 444-6297/372-5400

2104 Capitol Avenue

Period: From 10-1-80 To 9-30-81

Sacramento, CA 95814

Program Name: Alternative House Recreation Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						851			851
NOV.						851			851
DEC.						851			851
JAN.						851			851
FEB.						851			851
MAR.						851			851
APR.						851			851
MAY						851			851
JUNE						851			851
JULY						851			851
AUG.						851			851
SEPT.						851			851
TOTAL						10,212			10,212

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	
OCT.			702	149				851
NOV.			702	149				851
DEC.			702	149				851
JAN.			702	149				851
FEB.			702	149				851
MAR.			702	149				851
APR.			702	149				851
MAY			702	149				851
JUNE			702	149				851
JULY			702	149				851
AUG.			702	149				851
SEPT.			702	149				851
TOTAL			8,424	1,788				10,212

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Galen Phipps

For CETA Approval Only:

Program Director

Name and Title of Authorized Official

Galen Phipps

Signature

Hannah Thomas

Fiscal Officer

Louise L. Phipps Jr.

CETA Director

9-14-80

Date

Date

INDIVIDUAL BUDGET

1. Name of Agency: The Aquarian Effort, Inc.		
2. Title VI Project Name: Alternative House Recreation Project		
3. Position Title: Recreation Therapist		
4. Date Submitted: September 11, 1980		
	5. Actual Costs	6. Federal Costs
7. Total Salary per month	\$ 702.00	\$ 702.00
a. Base Salary	\$ 661.50	\$ 661.50
b. Additional Holiday Pay	\$ 40.50	\$ 40.50
c. Additional Shift Differential Pay	\$ -0-	\$ -0-
8. Overtime Pay	\$ -0-	\$ -0-
9. Fringe Benefits		
a. Social Security	\$ -0-	\$ -0-
b. Medical Insurance	\$ 97.00 *	\$ 97.00
c. Dental Plan	\$ 26.00 *	\$ 26.00
d. Uniform Allowance	\$ -0-	\$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
2.40 X .04 X \$7.02 =	\$ 14.15	\$ 14.15
f. Mileage		
50 miles @ .18 per mile	\$ 9.00	\$ 9.00
g. Other (specify)		
Life Insurance	\$ 2.40	\$ 2.40
10. Total Fringe Benefits Cost	\$ 148.55	\$ 148.55
11. Total Position Cost	\$ 850.55	\$ 850.55
12. Anticipated Salary Increases		
a. Cost of Living		
% Effective Date	\$	\$
% Effective Date	\$	\$
b. Step Increases		
5 % Effective Date April 1, 1980	\$ 35.10	\$ -0-
% Effective Date	\$	\$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)		
a. Wages	\$8,635.00	\$ 8,424.00
b. Fringe Benefits	\$1,787.00	\$ 1,788.00
c. Total	\$10,422.00	\$10,212.00
14. Number of Positions being requested	1	
15. Prepared by: Helen L. Phinns		

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Galen L. Phipps
Authorized Signature

10-23-80
Date